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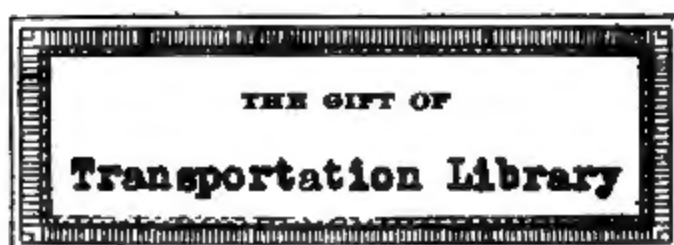
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DOCUMENTS

OF THE

ASSEMBLY

OF THE

STATE OF NEW-YORK,

FIFTY-EIGHTH SESSION,

1835.

ALBANY:

PRINTED BY E. CROSWELL, PRINTER TO THE STATE.

.....
1835.



STATE OF NEW-YORK.

Am. Lit.

5-18-1929

Transportation Lit.

No. 161.

IN ASSEMBLY,

February 16, 1835.

REPORT

Of the committee on grievances, to which was referred the petition of Anson Thompson.

Mr. Adams, from the committee on grievances, to which was referred the petition of Anson Thompson, asking to be relieved from an injury sustained by reason of his horse having fallen through the bridge of a feeder or side cut of the Champlain canal, submits the following

REPORT:

The petitioner states that in the month of November, 1833, he was engaged in navigating the Champlain canal; and while so navigating, a valuable horse of his, then towing his boat, was drowned in a ditch or side cut dug along the tow-path from the Mohawk river to the canal below the guard gate, to supply the canal with water: That the side cut was on the west side of the guard lock, where the Champlain canal enters the Mohawk river, and on the south side of the river: That the side cut was mostly covered up, and was, as the petitioner was informed, intended to be entirely covered to prevent persons and horses navigating the canal, from falling in, but that the individual who was directed by the superintendent of the canal to cover over and secure the side cut, had neglected his duty, and about four by six feet of the side cut was left open, and so small a space left for the horse to walk upon, that if he stepped or was drawn by the leading horse the least out of the usual track, he must be thrown into the pit: That his horse

[Assem. No. 161.]

was thrown into the side cut, which was about seven feet deep with a swift current of water, carried by the force of water through into the canal, and was drowned: That there was no want of care on the part of the driver and those navigating the boat, and that all possible diligence was used by the petitioner and others who came to his assistance, to extricate the horse: That the reasonable value of the horse was not less than \$75, and that \$100 would not fully remunerate him for the horse, the delay and other damages occasioned by the misfortune.

The petitioner seeks to support his claim (other than by his own statement,) as follows: Abraham Davenport swears, that he was present at the time the horse was drowned, know the horse well for several years; that he was worth \$75, and that the facts stated in the petition in relation to the side cut and the danger of persons and horses falling in, are true of his own knowledge. This affidavit appears to have been sworn to on the 26th April, 1834, before J. Lansing, judge of Albany county courts.

Another affidavit of this same person is produced, purporting to have been taken on the 16th day of January last, before Jonathan Austin, a commissioner of deeds, in which it is stated, that the defect in the tow-path that occasioned the damage, rendered it impossible to pass at any time without extraordinary care: That the accident happened early in the morning, when there was a dense fog upon the canal and tow-path, which very much increased the danger of the accident.

Added to this is the certificate, not sworn to, of Alanson Sumner, superintendent on that part of the canal where the accident occurred, who certifies that the side cut alluded to is located so near the lock as to endanger teams, &c. of those navigating the canal, when not covered. That part of it into which the horse was drawn was the bulk head; and in raising and lowering the the feeder gates, the covering had been omitted and not placed on by the man managing the gate: That he was not at home at the time the accident happened; but from all his information on the subject, he had no hesitation in expressing a belief that it could not be charged to any carelessness in managing the horses. This certificate is dated April 26, 1834.

The important question with your committee is, has the petitioner brought himself within the rule heretofore adopted by your

committee, and sanctioned by the vote of this House, by showing that the accident arose from the negligence of the State agent, and is nowise the result of negligence on the part of the petitioner or of his agent, by such proof as would be required at law to charge an individual or corporation for the negligence of their agents.

The affidavits of Devenport would seem to excuse the petitioner from the imputation of negligence on his part; but do they show negligence on the part of the State agent? For all that appears from his affidavits, the plank may have been removed and the opening left, through which the horse of the petitioner fell, by some wicked individual, with the design to commit an injury; or in some other way, without the fault of the State agent; and if so, the State ought not to be liable for the injury.

But if the facts certified to by Sumner, are to be taken as evidence, then it is believed that the negligence is made out, and that the State ought to remunerate the petitioner for the value of his horse: That the matter certified to by Sumner ought to be regarded as evidence, some of your committee do not believe. Against an individual or corporation, the certificate could not be made evidence for any purpose, on the contrary, his affidavit, at least, would be required.

But as this is a matter in which your committee do not all fully concur, they feel a desire that the House should pass upon and dispose of it; and have therefore directed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 163.

IN ASSEMBLY,

February 16, 1835.

REPORT

Of the select committee to which was referred the petition of the Mayor, Aldermen and Commonalty of the city of New-York.

Mr. Clinch, from the select committee consisting of the members attending this House from the city and county of New-York, to which was referred the memorial of the mayor, aldermen and commonalty of that city, relative to widening a public avenue, makes the following

REPORT:

By the representation of the memorialists it appears, that experience points out the necessity of widening a portion of Avenue C, for the health and convenience of a large section of the city of New-York; the object being to construct in the said public avenue a permanent sewer to carry off the water from the adjacent streets and neighborhood. The present width of the avenue being only sixty feet, it is proposed to widen a portion of the same by adding to it ten feet on each side, which will furnish sufficient space for the location of the sewer and the accommodation of the public as a thoroughfare. The said avenue lies in that part of the city laid out into streets, avenues and public places by commissioners appointed by the Legislature under an act passed April 3, 1807; it is therefore necessary to obtain a law of the State to sanction the proposed alteration. There is no remonstrance before your committee against the contemplated measure, and your com-

[Assem. No. 163.]

mittee have been informed that no objections to the same have been presented to the memorialists in common council convened. By a report of a committee of the said common council accompanying the memorial, it is made apparent that in a very few years the water which now passes over the surface of Avenue C, will be so materially increased by the regulation and paving of other streets in the vicinity, that the avenue will be entirely flooded and rendered wholly impassable. Your committee are therefore of opinion that the prayer of the memorialists ought to be granted, and accordingly ask leave to bring in a bill.

STATE OF NEW-YORK.

No. 164.

IN ASSEMBLY,

February 16, 1835.

REPORT

Of the committee on the manufacture of salt, on the petition of sundry salt manufacturers, and others, in Onondaga county.

Mr. Brown, from the committee on the manufacture of salt, to whom was referred the petitions of sundry manufacturers of salt, and others, in the county of Onondaga, asking the repeal of the law that requires the manufacturers to pay to the State two mills per bushel for all salt they manufacture from water from the State pumps,

REPORTED:

That the petitioners represent, that this sum of two mills per bushel, although apparently small, is severely felt by them, inasmuch as salt is usually sold in small quantities, and this fraction is never taken into count in sale; that a moderate manufacturer pays for the use of the water the sum of about fifty dollars annually, which, in effect, seems to them like a dead loss; and inasmuch as the State is deriving a great revenue from the manufacture of salt, the petitioners think that in justice to them, as well as good policy for the State, they are entitled to relief.

Your committee have duly reflected upon this application, and have unanimously come to the conclusion, that sound policy would dictate a still more liberal course towards the manufacturers of this valuable article, as it would thereby, in the opinion of your

committee, have a tendency to increase the quantity of salt, as well as to extend the salt trade.

Having come to the conclusion that the prayer of the petitioners ought to be granted, your committee have directed their chairman to prepare a bill, which they now ask leave to introduce.

STATE OF NEW-YORK.

No. 165.

IN ASSEMBLY,

January 28, 1835.

ANNUAL REPORT

**Of Andrew Wilson, Inspector of Beef and Pork in
the city of New-York.**

CHARLES HUMPHREY, Esq.
Speaker of the House of Assembly.

SIR—

I beg leave to report, for your information, that I have inspected in this city, from the 1st day of January, 1834, to the 31st December, 1834, the undermentioned salted provisions, viz:

| Bbls. | Probable value | |
|----------------------------------|----------------|--------------|
| | Per bbl. | Total value. |
| 2,436 mess pork,..... | \$14 | \$34,104 00 |
| 3,557 prime pork,..... | 10 | 35,570 00 |
| 217 thin mess pork,..... | 12 | 2,604 00 |
| 697 refuse pork,..... | 7 | 4,879 00 |
| 720 mess beef,..... | 9½ | 6,840 00 |
| 1,484 prime beef,..... | 6 | 8,904 00 |
| 46 cargo beef,..... | 4½ | 207 00 |
| 17 refuse beef,..... | 3½ | 59 00 |
| 209 half barrels mess beef,..... | 5½ | 1,150 00 |
| | | <hr/> |
| | | \$94,817 00 |
| | | <hr/> |

Fees received on the above,..... 1,391.77 .

ANDREW WILSON, Inspector.

New-York, January 21, 1835.

[Assem. No. 165.] **1**

No. 166.

IN ASSEMBLY,

February 13, 1835.

REPORT

**Of the committee on grievances on the petition of
Wessel Ten Broeck.**

Mr. Hough, from the committee on grievances, to which was referred the petition of Wessel Ten Broeck, for relief,

REPORTED:

That the committee has had the subject under consideration, and bestowed upon it that attention which the nature of the subject seemed to demand. - The petitioner states in his petition, that between the years 1806 and 1810 he constructed a certain portion of the Cayuga turnpike road leading from Burlington in the county of Otsego, to Ithaca in the county of Tompkins, under a contract with said company, that he should have the value of his labor in shares of the stock of the company; and that as soon as ten miles of the road should be made, gates were to be erected, and the tolls received divided among the stockholders. Whether the ten miles of the road were ever made does not appear; but the petitioner alleges, that the portion of the road made by him, was in the town of Edmeston in the county of Otsego, and cost the sum of \$1,200. Notwithstanding the contract was thus performed by him on his part, the company never erected the gates, or made him any compensation for the construction of said road. He also insists, that he never surrendered the road to the company, but considered it to be his individual property, inasmuch as no gates were erected whereby he could receive toll. Neither does it appear whether the company ever complied with the terms of its charter or not;

but it is obvious, in the opinion of your committee, that it did not. For the petitioner alleges, that notwithstanding he had constructed his portion of the road, the commissioners of highways of the town of Edmeston altered a certain public highway, and laid it upon that portion of said turnpike road so constructed by him, and thus, as he believes, appropriating private property to public uses, without making him any compensation therefor.

If this view of the subject by the petitioner be correct, (in which your committee, however, cannot concur,) his remedy was against the town of Edmeston, under the general act, which has made ample provision for the assessment and payment of damages. But the petitioner entertains a strong belief that he is entitled to the patriotic and benevolent consideration of the government.—He alleges that he is aged, infirm, and in indigent circumstances; and strongly appeals to the sympathies and patriotism of the Legislature, for adequate compensation for the construction of said road..

Under these circumstances, your committee are aware that the loss must be severely felt by the petitioner, and admit that he may at some time have had a just claim for compensation either against the town of Edmeston or the turnpike company, in either of which cases a remedy was provided by law; but to admit that the petitioner ever had, either in equity or justice, the slightest claim against the State for the construction of the road, would but establish the principle, that the Legislature will not only deal out favors with a liberal hand to corporations, by conferring upon them extraordinary privileges, but that they will hold themselves responsible for the success and prosperity of the enterprise, as well as protect the corporators, not only against the frauds and losses of the corporation, but against all infractions of their rights by others. This responsibility, it is believed, the State is not prepared to assume.

These suggestions are not made by way of censuring the applicant, but because applications, equally unfounded, are vastly multiplying, and it is desirable that the sense of the Legislature upon this class of cases should be fully expressed and widely known. Applicants should understand that it is not their misfortunes alone which constitute a claim upon the bounties of the government, but that those misfortunes must be occasioned by, or attributable to,

the acts or negligence of the government or its agents, thereby laying the foundation for such claims in equity and justice. In the present case, the services of the petitioner were not rendered at the instance of the State or its agents, or upon any of its public works; nor has the avails of his labor been appropriated to its use. Your committee, therefore, can discover no principle upon which the petitioner can have even the slightest claim upon the government, and are of the opinion, that his application ought to be denied.

All which is respectfully submitted.

IN ASSEMBLY,

January 31, 1835.

REPORT

Of the select committee on so much of the Governor's message as relates to the insane poor.

Mr. Herttel, from the select committee to whom was referred so much of the Governor's message as relates to the insane poor,

REPORTED:

That the committee have bestowed on the subject matter committed to their charge that attention and consideration to which its great importance, and its humane and benevolent objects justly entitles it.

That in the course of their inquiries, they find that the establishment of a State asylum for the insane poor has been, at several successive sessions of the Legislature, recommended by the present Executive, and several of his predecessors in office; and the adoption of the measure urged with so much zeal and such a train of reasoning as to induce the Legislature, at various sessions, to appoint select committees to investigate the subject and report thereon.

That at the session of 1830 a select committee, consisting of Messrs. Paige, Savage and Gansevoort, was appointed, with power to investigate the subject during the recess of the Legislature. Their report was made on the 10th of March, 1831, and may be found in the 3d vol. of Assembly Documents of the same year, and is numbered 263.

That at the same session of 1831, another select committee, of which Mr. Potter was chairman, was appointed to examine and report on the same subject. The report of this committee, accompanied by a bill, was made on the 4th of April, in the same year; and may be found in the 4th vol. of Assembly Documents, and numbered 305. Yet no efficient legislative action was had on the subject to which they related, and the matter was permitted to rest until the session of 1832, when another select committee, of which Mr. Kemble was chairman, was appointed to investigate the subject, and to report thereon. The report of this committee, (accompanied by a bill,) was made on the 28th day of February, 1832, and may be found in the 2d vol. of Assembly Documents of that year, and is numbered 174. No legislative action was had on the bill reported by this committee: and the matter was again permitted to rest.

At the session of 1834 the subject was again brought before the Legislature, in pursuance of a recommendation contained in the Governor's message; and again a select committee, of which A. J. Parker was chairman, was appointed to examine the subject and to report thereon. This committee, in concurrence with their predecessors, made a favorable report, accompanied with a bill to carry into effect the proposed measure; but owing, as your committee understand, to the unusually great number of bills on the general orders, the one in question could not be reached, and no legislative action was had thereon.

That your committee beg leave here to remark that, in their opinion, enough and more than enough reports have been made on the subject under consideration: that a careful examination of the aforementioned documents and of the facts and reasoning set forth therein, induce your committee to believe that additional evidence in favor of the proposed measure, even if it could be elicited on further examination of the subject, would be superfluous and unnecessary: that to delay their report, with a view to further examination of the subject, and for the purpose of drawing forth and embodying more facts and arguments, in addition to the redundancy already arrayed on the legislative journals, they think would not only be an unnecessary waste of the time and labor of your committee, but would tend to a further delay of legislative proceeding on a subject which has been so often presented for consideration, and so justly entitled to prompt, favorable and efficient legislative action.

Your committee deem it proper further to remark, that although all the reports which succeeded the one made by the committee appointed in 1830, contain some additional facts and arguments, and manifest great zeal, industry and intelligence, on the part of the committees from which they respectively proceeded, yet they all appear to be based mainly on the report made by the committee appointed in 1830, to which they refer for matter to sustain the measure concurrently recommended by them respectively; nor is it at all surprising that such should be the case. The committee of 1830 possessed advantages which enabled them to draw information from various sources, which their successors, owing to their limited time for inquiry, and consequent narrow sphere of operations, could not reach. That committee were authorized to act in the recess of the Legislature, and hence had a whole year for the purpose of inquiry and with a view to obtain the requisite information. Having full time to effect their purpose, they evinced a determination fully and faithfully to fulfil the object of their trust; to spare neither time nor trouble to examine thoroughly the subject committed to their charge; and to leave no ground unexplored which promised to furnish any material matter connected with the object of their inquiries: in pursuit of which, they visited not only all the institutions for the insane then existing in this State, but also those of Pennsylvania, Massachusetts, and Connecticut; and even imported a number of scarce and valuable books, with a view to ascertain the origin, progress, police regulations, and success, attending the establishment of hospitals for the insane in the various countries of Europe. Thus were that committee enabled to avail themselves of more numerous sources of information; to elicit a greater number of important facts; to exhibit a more powerful train of arguments and logical reasoning; and to embody a greater mass of useful information, probably, than has ever been presented to any legislative body on the same subject. With these impressions, and with a view to enable this House to examine with greater facility the facts and arguments set forth in said report, and for the purpose more widely to diffuse the important information contained therein, the committee have deemed it proper to append hereunto, and recommend the reprinting of, so much of said report as relates exclusively to the subject under consideration.

Suffice it to say, that the facts stated, the numerous and forcible arguments adduced, not only in the report last mentioned, but

in those made subsequently thereto, have satisfied your committee, that to establish a State asylum for the insane poor is a public duty of imperative obligation; that the policy of the measure is in harmony with its justice and humanity; that the cures which would be made in such an establishment, would materially reduce the number of dependents upon the public bounty, and greatly diminish the amount of human suffering, if not of public expense.

Your committee are therefore decidedly of opinion, that a State asylum for the insane poor ought to be established without further or unnecessary delay; and have prepared a bill for that purpose, and directed their chairman to ask leave to present the same for the consideration of the House.

All which is respectfully submitted,

DOCUMENTS.

A COPY

Of so much of the report of the committee appointed by the Legislature of this State, at the session of 1830, as relates to the establishment of a State Asylum for the insane poor.

In relation to the propriety or necessity of erecting new establishments for the insane, the proper site for such new erection, and a plan of the same, together with an estimate of the probable expense, into which matters the committee were directed to inquire, the committee report, that this branch of their duty gave them the greatest embarrassment; as it involved the examination of great and interesting questions, and opened a wide field of investigation, comprehending within its limits, the sciences of mental and medical philosophy; the superior advantages of public hospitals, in providing for the comfort and the cure of the insane; the comparative economy of such establishments, for the confinement and support of persons deprived of their reason; the inadequacy of the existing establishments to supply the wants of our insane; and the duty which resulted from this inadequacy, and devolved upon the State in its political capacity, of providing new hospitals for the reception of this most afflicted portion of our fellow-citizens.

Of all the calamities of life, insanity is the most afflicting, and the most to be dreaded. It subverts every attribute of intellect, and obliterates every capability for enjoyment. Under its disastrous influence, man, a rational and accountable being, is degraded from the supremacy he enjoys, and becomes an object of pity and terror, whose confinement is necessary to his own, and the personal security of his fellow citizens. It not only saps the foundations of intellect, but it also perverts the moral qualities and the affections of its victim. Upon its pestilential approach, love and friendship change into hatred, and every noble virtue, and every generous passion suddenly vanish, and are succeeded by the basest propensities of human nature. Thus, the pious blaspheme; the brave become cowards; the chaste become obscene; the gentle, turbulent; the most sacred obligations are violated; and the claims of kindred and friendship are disregarded. The madman acts without motives; he is the victim of the wildest and most dange-

rous fancies; he either broods in sullen and dogged obstinacy over his strange illusions, or in maniacal fury, attempts his own, or the lives of others. Mental disease is confined to no age, or sex, or grade of intellect. In fact, the most refined minds, and hearts which are the seat of the warmest and holiest affections, are most exposed to its inroads. Some disappointment; or mortification, to the man of genius; or some great domestic affliction, storms the citadel of reason, and lays in ruins a brilliant and cultivated mind.

The deprivation of the only faculty which indicates our divine origin, being the severest dispensation of a just providence, no object can be conceived so worthy of all that labor, or genius, or philanthropy can achieve, as the restoration of this distinctive attribute of humanity to its original possessor. Mental derangement, in former times, was enveloped in mystery. In some ages of the world, it was, by the ignorant and superstitious, believed to be the result of a direct supernatural agency; and the incoherent words which fell from the lips of the insane, were regarded as oracular. And even at a very late period, mental madness was considered an incomprehensible and incurable malady, which set at defiance all the powers of medicine, and every effort of human skill. It was this opinion which led to the confinement and seclusion of the insane in remote prisons and dungeons, without any attempt at their recovery; which doomed them to a total abandonment and neglect by their nearest friends and relatives; and which caused the introduction of a cruel mode of treatment, the only object of which was, the security of the public. But happily for these miserable objects of compassion, science and humanity have at length exploded the erroneous opinion of the incurability of mental disorder, and have dispelled all that obscurity which once surrounded it. The discovery has been made that intellectual derangement, which every beholder regarded with alarm, and which was considered beyond the reach of all curative treatment, is a simple disease, and curable to a greater extent than any of the diseases of the body. Since this discovery, humanity and science have been industrious in extending the improvements in the curative treatment of the insane, and in increasing the means and facilities of applying those moral and medical remedies which have been found efficacious in restoring the disordered mind to *health and sanity*.

As the causes which operate in disturbing the functions of the understanding are to be found in the mental and physical qualities of man, insanity must be coeval with his creation. The first notice we have of it as a disease, is during the æra of fable; when it is related that Melampus cured the daughters of Proteus by means of hellebore.

Mental disorder, in all ages of the world, has been regarded with awe and wonder; and the nature of the mind, and the morbid phenomena of intellectual derangement, at an early day became the subject of philosophical speculation. But the ancients, in their investigations, instead of analysing the operations of the mind in

health, and endeavoring to discover the causes which disturbed those operations, wandered off in a profitless inquiry into the nature and seat of the intellectual principle. They inculcated the dogma that the mind was an immaterial principle, entirely independent of the body, and unaffected by its diseases. It was a consequence of this doctrine, that mental derangement was considered as beyond the power of medicine; and that in its curative treatment, attention was given only to the mental symptoms, and not to the phenomena of corporeal disease. Practising upon this system, the plan to be pursued, was to trace the particular aberration to its source, and then, by the aid of the science of reasoning alone, to attempt a cure. This theory prevailed as late as the 17th and 18th centuries, and even until very recently exercised a controlling influence.

The fallacy of this theory has been detected by the investigations of modern science. Bacon first declared, that "if the source of mental disorder was ever fully developed, it would be found to exist in corporeal changes, or the effects of external agents acting on the gross machine, and not primarily on the immaterial principle."

Since the days of Bacon, it has been clearly ascertained that every mental disorder arises through corporeal disorder, or that physical causes are always the proximate causes of mental derangement; that when insanity originates from moral causes, it is produced by means of morbid changes in the corporeal system, which are created by such moral causes; and that from whatever predisponent cause insanity proceeds, if it be not primarily an organic affection of the brain, it ends in being so.* It has been found that the operations of the mind and body act reciprocally on each other; that the sympathy between the two is strong and perpetual; that the brain, being the organ of understanding and the seat of the nervous power, is affected both by the translation of diseased actions, and by sympathy with diseased parts of the body, no matter how remotely situated. And where insanity is induced by sympathy, it has also been discovered that the application of medical remedies to the diseased organ, which by sympathetic action disturbs the functions of the mind, rarely fails to remove the mental disorder, provided such remedies are applied before the organic affection of the brain assumes a permanent character.

When these more correct views were entertained of insanity, its pathology became more perfectly understood, and its curative treatment more successful.

Since these important discoveries have been made, the examinations are first directed to the various indications of functional or structural disease; and the hallucinations of the mind, being the symptoms of the mental disorder, are deemed only of secondary importance in the treatment of insanity.

These discoveries in the science of treating insanity, have all been made within the last 35 years. Wherever they have con-

trolled the treatment of mental disorder, their propitious effect has been seen and felt. This department of knowledge is, however, comparatively yet in its infancy. There are extensive regions yet unexplored; and we are called upon by all the considerations of duty and humanity, to give every possible encouragement to men of science to advance the noble art of treating insanity to still greater perfection. France has exhibited to us a noble example, in her liberal patronage of those who are willing to direct their investigations to this interesting science.

The multiplying cases of the deplorable malady of intellectual derangement; the great variety and increasing number of causes which produce it, should stimulate us to strain every nerve, and put forth every exertion in this cause. All the emotions of the mind, every passion in excess, may become a moral cause of insanity. Vices, and particularly those of civilization, increase these moral causes. Even the moral virtues, religion, politics, and all the best feelings of our nature, if too enthusiastically excited, become causes of intellectual disorder. Great political or civil revolutions, are exciting causes of insanity. All excesses, particularly intemperance, generate this disease of the mind. Hereditary predisposition is also one of its prominent causes. So numerous are the causes which induce this dreadful malady, and so obnoxious are we all to its inroads, that every countervailing remedy within the reach of human power, should be put in requisition, and under the direction of skill applied to rescue the mind from its dominion. But an escape from the awful state of incurable madness, depends almost entirely upon the prompt application of the appropriate remedies, in the earlier stages of the disorder. Neglect or improper treatment exasperates the disease, strengthens the illusions of the mind, and precipitates it into that hopeless state from which no power other than divine, can rescue the wretched victim.

The pre-eminence of the moderns over the ancients in the treatment of insanity, consists in their application to a greater extent of moral means. Great credit is due to Doct. Pinel for first systematically applying these means in the treatment of insanity. And the Society of Friends cannot receive too great commendation, for their benevolent exertions in behalf of the insane, and for their introduction of the law of kindness into the management of the retreat near York, England; an institution which will be an everlasting monument of the active philanthropy and munificence of this Society. The efficacy of the system denominated moral treatment, has been abundantly demonstrated; and it is now the established mode of treatment, and has been introduced into all well regulated hospitals for the insane. The principles upon which it is founded, are those of kindness and humanity. Insanity has been known to surrender up its hallucinations under a system of mild treatment and judicious management, when all other remedies had failed of success. The insane, except in a case of total obliteration of the intellect, always retain some small portion of their reason, or some intellectual faculty unimpaired, upon which the skilful and humane physician can operate with great success. And in

almost every case it has been found that they, even in some of the most hopeless stages of their disorder, are sensible of and grateful for kind and humane treatment. Thus the discovery, most gratifying to humanity, has been made—that nothing can compete with the successful “influence of kindness, sympathy and affection, in soothing the ravings of the furious, in encouraging the hopes of the desponding, or in arousing the melancholic from his glooming musings.” This is the most effectual mode of dispelling the wild illusions which have seized and subjugated the mind; this, the most infallible prescription for quelling the raging passions of madness, and resuscitating an expiring intellect before the mental organs are destroyed.

It is by the skillful application of such means, combined with judicious medical treatment, that it is in our power to restore to society many rational minds, who otherwise would continue through life in the darkness of intellectual derangement, an object of inconsolable grief to friends, and a burden and terror to community.

This humane system has succeeded one in which whips, and chains, and dungeons were the only instruments of management. These goaded the maniac into phrenzy, exasperated his malady, and eventually plunged him into a state of incurable madness. Under the improved system of treatment, if the proper remedies are applied, and in proper season, it is believed that every case of mental disorder is curable, unless there be some structural defect, some malconformation of the cranium or the brain. In many establishments, and those not the best regulated, eight out of ten, and even six out of seven, recent cases have recovered. In Doct. Burrows' private Asylum, England, the proportion of the recoveries in all the cases, both old and recent, including fatuity, idiocy and epilepsy, were 81 in 100; in the old cases, 35 in 100; in the recent cases, 91 in 100. (Burrows' Com. on Insanity, p. 581, 2.) Still this great success in the treatment of insanity falls far short of what is attainable. When a liberal encouragement shall be bestowed upon investigations in this department of science, the spirit that has already been awakened in behalf of the insane, will, aided by the strong stimulant of benevolence, accomplish all that humanity can desire for the comfort and the recovery of the insane. Although an old case is not necessarily incurable, and the slight hope of a restoration to the possession of reason is sufficient to warrant the application of every necessary remedy; yet the great secret of success, in the treatment of insanity, is the placing the patient immediately or very soon after the access of the disease, under a process of curative treatment, and under circumstances the most favorable to the success of such treatment; for generally a curable case becomes incurable by neglect. Hence follows the indispensable importance of providing hospitals adequate to the accommodation of all the insane; and the necessity of providing such accommodations gratuitously for those who are unable to bear the expense. The success of these humane establishments should be a sufficient incentive to governments and to individuals to multiply

and enlarge them until accommodations shall be provided for every individual afflicted with mental derangement.

It has also been ascertained that the removal of the patient from his home, is indispensable to success in curing insanity. If permitted to remain in the bosom of his own family, where he is surrounded by his relatives and friends, little hope can be entertained of his recovery. For there the causes which first excited his malady, or objects associated with them, are ever present to increase its violence; and there, as the moral obliquities of his disease have generated feelings of aversion and hate towards those who were the objects of his affection, the very kindnesses and attentions they bestow upon him retard his recovery; and there disobedience to his orders by those who were accustomed to yield obedience to his commands, rouses his passions and inflames his mental disturbance.

Thus under all these exasperating influences, resulting from a residence at home, the delusions of the maniac become fixed and unshaken, the morbid affection of his brain is stimulated to its greatest exacerbation, and he breaks out in acts of violence, and his restraint becomes necessary to the security of those around him. This very restraint, and that too by those whom he has been accustomed to command, soon gives the disease a permanent and incurable character, from which all recovery is hopeless. It has, therefore, become a maxim, that insanity is more effectually and certainly, if not alone cured, in places expressly prepared and adapted for the reception and treatment of the insane. The patient, if his recovery is looked for, must be removed from all the objects and scenes which originated, or which tend to aggravate his mental disorder. And at no place can the insane enjoy so much comfort as at a public or well regulated private hospital. There every want is attended to; cleanliness of person, nutritious diet, and protection from cold. The patient can there be indulged in greater liberty than at any other place, without danger to himself or to others. And his disease is not there exasperated by cruel treatment or unnecessary restraint. Separated from every cause which excites his disorder, he with ease is brought to conform to all the rules of discipline established in the asylum. And also while there, and which is no small recommendation, his friends and relatives are relieved from all anxiety on his account, they being assured that he enjoys at such establishment every comfort and convenience, without any unnecessary severity or confinement.

Although many private hospitals have been, and are now, humanely and successfully conducted; yet it is evident that public hospitals for the insane, erected and supported by an association of individuals, or by the government, upon a liberal and extensive plan, possess numerous advantages over all others. It has been ascertained that a large and commodious establishment, endowed with ample funds, and located with reference to cheerful scenery, pure water, and salubrious air; affording opportunities for mechanical, agricultural, and horticultural employment, and facilities for exercise and amusement; is necessary to the successful manage-

ment and treatment of the insane. The expense requisite to erect, furnish and sustain such an establishment, exceeds the power of individuals. The combined exertions of many, or the means of the State, are alone adequate to accomplish this object. And public hospitals can be brought under a more severe and constant inspection and superintendence than private establishments; an advantage, the importance of which melancholy experience has often demonstrated. It has been found, that a vigilant and rigid inspection, with power to correct abuses, is necessary to the protection, comfort and proper treatment of the insane. It was the want of such an inspection which led to those shocking abuses and inhuman cruelties, practised upon the miserable victims of mental disorder in the private mad houses in England, which were brought to light by the investigations of the House of Commons, in 1806, and in 1815 and 1816. The development of these abuses and cruelties, produced one of the strongest sensations ever felt in England. It appeared, by the disclosures made at the periods alluded to, that the keepers of the private mad-houses in that country, had rarely every been medical practitioners. That any person, from the mere object of gain, without any reference to his qualifications or capacity, had been permitted to open houses for the reception of the insane. These men having no reputation at stake, were prompted by interest to prolong the duration of the disease, and to render it incurable, as their compensation depended upon the time the inmates of their establishments were detained in custody. And their interest seldom failed to overbear the little integrity and humanity they possessed. An impression had also been produced, and probably through the busy and wicked instrumentality of these interested keepers, that insanity brought with it reproach and disgrace upon the family of its victim. As soon, therefore, as this terrific and ignominious malady displayed itself, its unfortunate subject was, with great secrecy, hurried by his friends and relatives, to one of these receptacles, as a place of confinement and concealment; and was there abandoned to the exclusive management of some heartless hireling, whose interest was to render the disease permanent, and which result he scarcely ever failed to produce, by shameful neglect and merciless cruelty. This was not all: for the mystery and secrecy which surrounded these private mad-houses, and which excluded all visitation and inspection, furnished facilities for the gratification of the passions of avarice and revenge. Many a case had occurred, where men perfectly sane had been immured in these living tombs, by interested relatives, in order to obtain the possession of their estates, or by implacable enemies, to glut the cravings of some base and malignant passion. Under the protection of concealment and seclusion, and of the dread these receptacles of misery inspired, every degree of neglect and cruelty was practised with impunity upon their inmates. For years, tragic scenes of horror were acted over, in their dark and hidden recesses, known only to the wretched sufferers themselves, and to their barbarous keepers. Many a curable case was there rendered incurable. Many an exalted mind and noble spirit,

was there ruined and extinguished. And within the gloomy walls of these dreaded dwellings, many a poor wretch, unpitied, and unseen by any eye from without, was precipitated into eternity, by the barbarities of neglect, or by positive cruelty and violence.

To render the recurrence of such enormities impossible, it becomes our duty to establish a system of the most constant and severe inspection, which shall reach every public and private establishment for the insane; an inspection, clothed with a power to supervise the whole interior management, and to inquire into, and correct every abuse.

It is clear, that public hospitals furnish the greatest facilities for establishing and carrying into effect such a system of inspection. In public hospitals also, judicious regulations can be better enforced for recording and preserving a history of the cases of the patients; with the view of enabling scientific men to extend their researches in this department of science, and from authentic facts, thus collected, to deduce some general principles, for the management and treatment of mental disease. The visits of friends, in a public hospital, can likewise be most effectually restricted. And in public hospitals, by means of their ample funds, the most competent and skilful superintendent and keepers may be obtained. In this particular, neither expense nor pains should be spared, as the success of every establishment for the insane, depends upon the skill, humanity, mildness, attention, equanimity and courage of the attendants, as well as upon a sufficient number of them, in order to avoid all coercion or confinement, unless it becomes indispensable from the violence of the patient.

When the insane were considered incurable, and hospitals for their reception were only regarded as places of confinement for the protection of the public, a sufficient number of attendants to prevent unnecessary coercion, and their fitness for the station, were not deemed important. But now, as higher and more humane views are entertained, and as the recovery of the insane is the noble object which has called forth the animated exertions of the philanthropy of the age, the greatest attention is paid to the qualifications and number of the attendants. A public hospital is also, of all other establishments of the kind, best adapted to the introduction of an enlightened system of police, in the management of lunatics. Separated from every cause which stimulates and aggravates their disorder, they are, without much difficulty, induced to conform to all the rules of discipline established in the hospital. And as the law of government is the law of kindness, upon receiving constant proofs of the parental regard and tenderness of the superintendent, by the aid of the little remaining reason which they possess, they soon begin to entertain for him feelings of respect and esteem. He skilfully taking advantage of these feelings, easily wins their confidence. And patients who entered the hospital violent maniacs, by the influence which he thus acquires over them, soon become docile, quiet and harmless. And if any restraint should become necessary, they are given to understand that it is resorted to as a remedy for their mental disease, and not as a

punishment.* It is thus, by gentle means and kind attentions, that the violence of this disorder is subdued, and the mind is gradually induced to discard its illusions, and to resume its sound and healthful action.

The arrangement of the building, with reference to the seclusion and classification of the patients, which is the greatest adjutant to successful treatment; the provision of all the conveniences for the comfort of the patients; the preparation of spacious yards for their exercise and amusement; the erection of workshops, and the purchase and preparation of grounds for their occupation and employment; and the imposing appearance of the building itself, which is necessary to produce impressions upon the minds of its inmates, combining a belief of comfort with a feeling of grandeur; all together cannot be accomplished by individual means, but require the combined effort of many.

Public hospitals, upon an extensive plan, also possess the advantage of suddenly, when necessity requires it, exhibiting a great show of power, in subduing the violence of the patients. This advantage is of great importance in the treatment of furious maniacs. They are generally cowards, and yield to superior power. And as frequently one of their delusions is a belief in their supreme power, either divine or human, a conviction of their dependence and weakness breaks the catenation of morbid ideas, and has a tendency to dispel the morbid delusion.

In fine, nothing can equal the advantages of an extensive establishment, where humanity, science and skill are putting forth their united exertions to procure the comfort and effect the cure of the insane. It is here that the system of moral treatment can be most successfully and efficaciously adopted. It is here, by occupation, exercise and amusement, and all the numerous devices of ingenuity, stimulated to exertion by enlightened humanity, that the attention of the insane is most easily diverted from his delusions, and the morbid train of his ideas most frequently interrupted. It is in such an establishment that his hallucinations may be most rapidly dispelled, and that new ideas, new impressions and new feelings may be created. It is here that, by exciting fresh moral emotions, the creations of a diseased imagination may be banished, and an expiring intellect revived.

But no hospital for the insane, whether public or private, can be eminently successful in the cure of the insane, without a competent medical attendant. Upon this selection, more than upon any other circumstance, depends the success of the curative treatment of the insane. The physician selected should be a man of the highest order of intellect, of extensive learning, of great skill and sagacity, of distinguished moral virtue, and one who possesses a peculiar tact and address in the treatment of this disorder. To induce a medical gentleman of such rare endowments to assume the charge of a hospital, and to devote his whole time and attention to its inmates, will require the ample funds of a public and well endowed

* This is the plan adopted by Dr. Todd at the Connecticut Retreat.

establishment. And in all probability, a judicious and proper selection will more generally be made by a public hospital, than by any private establishment.

The physician upon whom devolves the responsibility of restoring the inmates of a hospital to the possession of their reason, should be master of the healing art, and of the sciences of physiology and pathology. He should have a profound knowledge of pharmaceutic preparations, and of the character and causes of corporeal disease. He should have devoted many an hour to the study of mental philosophy; and should be familiar with the operations of the mind, and the causes which disturb these operations, and result in the injury of its functions. He should be profoundly acquainted with the laws of both mind and body; and should possess the skill and sagacity to discover whether the mental disturbance of his patient arises from a moral or physical cause; whether it is primary in its character, or symptomatic, happening concurrently with some other disease, or is produced by sympathy with the disease of some remote corporeal organ; and if the derangement is caused by a disease of some remote parts, shifting morbid actions to the brain, in what particular manner the insanity is so induced. All this knowledge is necessary, before he can with safety, and any hopes of success, prescribe medical or even moral remedies for the mental disease. The physician should also be able to ascertain the peculiar mental delusions of his patient, and the causes which induced them, and their connexion with his temper, constitution, age, and other diseases. He should be able to detect this subtle disease under every new form which it may assume, and to trace it through all its mazes to its hidden and original cause. And he must not disdain to cultivate an acquaintance with all the errors and delusions of ignorance and credulity, as this knowledge will enable him to counteract and dispel them. In addition to these qualifications, the physician must possess a peculiar tact and address in the management of persons deprived of reason. He must be able to win their confidence, to soothe the furious into calmness, and revive the hopes of the melancholic; and when reason first begins to dawn upon his patient, he must possess the power of assisting the struggles of his resuscitating mind, and, with skill and address, by reasoning to remove its fading illusions. To be competent to the discharge of this difficult and various duty, the physician must have a profound knowledge of human nature and of human passions. He must have studied men, by observation, and by reading the lives of those who have been distinguished for some master passion, such as the love of glory, enthusiasm for letters, the fine arts, or any other great feature of character which has called forth the applause of the world. And to these intellectual qualities, the physician must add many moral qualities; such as a lofty philanthropy, spotless integrity, amiability and great benevolence of heart, ardent zeal, untiring perseverance, mildness of manner united with great firmness, unshrinking courage, and unruffled equanimity. He must appreciate the value of consolatory language and kind treatment, and even

the advantages of an imposing person and commanding voice are not to be disregarded.

Dr. Pinel says, of the celebrated Willis, "That his usual expression of countenance was sweetness and affability, but when for the first time he looked a maniac in the face, he appeared instantly to change his character; his features presented a new aspect, such as commanded the respect and attention even of lunatics. His looks appeared to penetrate into their hearts, and to read their thoughts. It was thus that he obtained an authority over his patients which afterwards co-operating with other means, contributed to restore them to themselves and their friends."

Thus it is seen what a combination of rare and uncommon qualities is required in a physician to qualify him for the management and treatment of lunatics. An individual thus qualified, if he can be found, can only be induced to undertake the arduous duty of physician to a hospital for the insane, by an adequate compensation; and it is generally only within the means of an extensive establishment to obtain the services of such men.

Another advantage which results from the erection of public hospitals, and the employment of the superintendent and physician at a stated salary, may be alluded to, which is, that all temptations in such establishments to prolong the continuance of the disease, and to render the case incurable, are taken away; which, disgraceful as it is to human nature, have sometimes overborne the integrity of those whose compensation depended upon the number of the patients, and the time of their detention in custody.

The committee have thus endeavored to detail some of the advantages of public hospitals for the insane, and to enforce the importance of putting in requisition the talents and exertions of the most accomplished and able of the medical profession, in the curative treatment of the diseases of the mind.

The committee have also endeavored to enforce the indispensable necessity of removing the patient from his home, and the importance of preparing places for his reception, arranged and adapted to advance his comfort and promote his recovery. The committee have also endeavored to show, that individual benevolence is unable to sustain the expense of erecting establishments for the reception of the insane. And the result must be, that unless the efforts of many are united, or the government interposes, this most afflicted part of our race will be abandoned to total neglect, or to the horrors of empyricism; either of which will doom them to perpetual mental darkness, without a solitary gleam of hope, to light up the awful gloom which enshrouds them.

The duty of the government, to provide for the comfort and cure of its insane citizens, is acknowledged in all civilized countries. The most powerful considerations of humanity address themselves to the State, to provide asylums for the gratuitous reception and treatment of those who are unable to bear the expense, and also for those who possess the ability of sustaining such expense, upon receiving from them a fair compensation for their support, and medical and moral treatment. The poor are a public charge. The State

are bound to provide for their bodily wants; and if afflicted with mental disorder, the obligation is equally great to administer to their intellectual wants. This class of our citizens are now suffering all the horrors of neglect. The pauper-lunatic has no friend or affectionate relative to administer to his disease; to soothe the agonies of his troubled spirit, or to attend to his personal comfort, to his cleanliness, his diet, his clothing, and to protect him from unnecessary coercion, and cruel treatment. He is exposed to sale, and is struck off to the bidder who will maintain him for the least compensation, or he is detained in the poor-house of the county where he is a resident. No attempt whatever is made to effect his recovery; the only object in view is the protection of the public from his violence. His personal comfort is disregarded. In many cases he expires from the mere neglect of his personal wants. If violent or noisy, he is restrained by chains, or confined in cells. He is the victim of constant abuse, cruelty and neglect. Under such treatment, his disease, curable in its first stages, soon assumes a chronic and incurable character, and sets at defiance all the powers of human science and skill.

That such things should exist in a State so liberal and enlightened as ours, must excite mingled emotions of surprise and pain in every benevolent heart. The melancholy and afflicting neglect of the insane poor, is alone attributable to an ignorance of their deplorable condition on the part of our generous and humane population.

It would be a most distressing fact, and disparaging to the philanthropy of the age, if the victims of disordered intellect were not deemed legitimate objects of public charity, and if they were to be thrown as a perpetual burden upon society, consigned to pitiless neglect, and forever shut out from all hope of enjoyment on earth.

These, however, are not the views of this country, or of the civilized world. The insane, wherever the light of christianity has penetrated, are acknowledged objects of public charity, and are now calling forth the most powerful and persevering exertions of the philanthropy of every country.

Most of the governments in Europe have made liberal provision for their insane. In this State, however, it would seem that much yet remained to be done in behalf of this deplorable portion of its population. According to the census of 1825, the population in the State of New-York amounted to 1,616,458. The number of lunatics at that time was 819, and of idiots 1,421; total, 2,240, or one in every 721 inhabitants. The population of the State now is 1,923,522; and the number of lunatics and idiots must in all probability have increased to 2,695.

To accommodate these 2,695 persons, we have but one incorporated Asylum, (at Bloomingdale,) containing provision for about 200 patients; and one private Asylum at Hudson, containing accommodations for 50 patients, established during the past summer by Doct. S. White. And these establishments are only for pay patients, and are inadequate to accommodate even those, whose relatives are able to sustain the expense of their maintenance and treatment at a public or private hospital. At neither of these institutions is there any provision for pauper lunatics.

There was a law passed on the 24th March, 1807, by which the overseers of the poor of any city or town were authorized to contract with the Governors of the New-York Hospital, for the care and maintenance of pauper lunatics. And the Governors of that Hospital have, since the passage of this law, resolved to admit paupers into their Asylum at the moderate price of two dollars a week. But the admission of paupers into the Bloomingdale Asylum is entirely optional with, and not compulsory upon, the Governors of the Hospital; and but very few towns have, under the authority of this law, sent their pauper lunatics to this establishment. It must then be a conceded fact, that there exists no provision whatever in this State for the comfortable support and the proper treatment of the insane poor. They are abandoned to a total neglect, and deprived of all the proper means for their cure; except in a very few cases, where the town or city has voluntarily made some provision for their comfort, or sent them to some asylum with a view to their recovery.

Of the 819 lunatics in the State in 1825, only 268 were of sufficient ability to pay for their own support. The remaining 556, were insane paupers, either confined in jails, poor-houses, or private families, or roamed at large, a terror to others, and were supported either as paupers, or by charity.

In the year 1827, a law was passed, prohibiting the confinement of lunatic and idiot paupers, in prisons or houses of correction. But still, however, these wretched beings, almost entirely continue to be confined in county poor-houses, or private families. It appears by the report of the Secretary of State, made to the present Legislature, that during the year 1830, there were relieved, or supported as paupers, only in the county poor-houses of thirty-three counties, or in private families in such counties, 345 lunatics, and 361 idiots. This is exclusive of seventeen counties, from which no returns had been received.

Although the State has displayed its liberality to the Bloomingdale Asylum, and has made provision for the safe keeping of the insane, yet it is evident, that this falls far short of the necessities of the case. The whole system as to pauper lunatics and idiots, is radically defective. It makes no provision for their recovery. It does not effect the best mode of confinement. It does not sufficiently guard the public from the consequences of furious madness. And it is the most expensive mode of providing for them. To condemn the confinement of lunatics in county poor-houses, it is only necessary to advert to the horrible disclosures of cruelty and misery, made during the investigations in England into the condition of lunatics, in the county poor-houses in that country.

The present Governor, in his annual message of 1830, called the attention of this Legislature to the deplorable condition of our insane poor, and to the propriety of erecting an asylum for their gratuitous care and recovery. And the appointment of the committee who make this report was the result of a strong appeal made by him in that message to the representatives of the people.

To correct the evils and disastrous consequences of the existing system, as to pauper lunatics; to discharge that highest of moral and religious duties, which devolve upon us as a government and as citizens, to relieve the wants of the poor and afflicted; to obey the authoritative mandate of the Ruler of the world; to imitate the example of other nations, whom we will not confess surpass us in either public spirit or benevolence, we should erect hospitals, adequate in number and extent, to accommodate all our insane; hospitals, provided with all the necessary means and facilities, for their safe keeping, personal comfort and cure. Let these hospitals be enlarged or multiplied, as the malady increases, so as to accommodate, at least, all the insane poor, the burden of whose support falls directly upon the public.

If it were necessary to say any thing further, to induce this movement on the part of the State, it could be demonstrated that the mode here recommended of providing for the insane, would be much less expensive than the present system. This has been ascertained in England, where the system of pauper lunatic asylums has been adopted. It would seem very probable, that the expense to the several towns and cities, if their pauper lunatics were maintained in large numbers, at some well regulated establishment, provided expressly for their reception, would be less than if they were distributed among private families, and the several county poor-houses. In the latter mode of providing for them, the number of attendants, and the expense of medical aid, must necessarily be greater, than in the mode recommended in this report.

But when we take into consideration, that by adopting the system of erecting public hospitals for the reception and cure of the insane poor, the greatest portion of them, probably at least ninety out of one hundred, will recover, and forever thereafter cease to be a charge upon the public, all of whom would have remained through life such charge, had not the proposed system been adopted; we must be convinced that the erection of public hospitals for the insane poor, would be much less expensive than the present mode adopted for their safe keeping and maintenance.

In many of the European asylums, considerable expense is saved to the establishment, by applying to some useful purpose the labor of the quiet and docile part of the patients. It has been ascertained by experience, and it forms one of the essential principles of moral treatment, that occupation is one of the greatest adjuvants of recovery. Labor, which is the great law of health, is almost indispensable in the cure of the insane. This principle, in well regulated establishments, can with ease be made productive of profitable results. The females can be induced to sew, spin, weave, and attend to many household duties. The males may be employed upon the farm, in the garden or workshops. In the Armagh District Asylum, Ireland, the whole clothing for the establishment is made and kept in repair by the patients. In addition to this, much household labor is performed by the female patients, and considerable work done upon the farm by the males.

It may not be unprofitable here briefly to notice what has been done for the insane by our sister States, and by foreign nations.

Massachusetts, with a population of 610,100, more than two-thirds less than our population, and with only about 846 insane, 1,849 less than the number in our own State, and possessing an incorporated asylum, capable of accommodating nearly as many patients as the asylum at Bloomingdale, is exhibiting the laudable example of providing, in an effectual manner, for the safe keeping and cure of her pauper lunatics. She has recently commenced the erection of a State establishment for this purpose, upon an extensive plan, at Worcester.

Kentucky has already made provision for her insane poor. In 1824, an asylum erected at Lexington, by the State, expressly for the cure of pauper lunatics, was completed, and opened for the reception of patients.

In Europe, much has been done for the insane. They were neglected longer in England than in many other countries on the continent of Europe.

In the year 1774, for the first time, in consequence of the disclosure of some cases of improper confinement and great cruelty, the subject was brought before Parliament; and an act was then passed, which required all the madhouses in England and Wales to be licensed; and they were, by the same act, made liable to a casual inspection; but no power was given by the act to correct abuses, and no provision was made for the protection of the insane poor. This wretched class of citizens continued in a state of deplorable misery and total neglect, confined either in the damp dungeons of public workhouses, houses of correction, or in prisons, until the year 1808, when, upon the motion of Mr. Winne, Under Secretary of State for the Home Department, a select committee of the House of Commons was raised to investigate their condition. This inquiry resulted in the act now in force, which authorizes the magistrates of the several counties in England and Wales to erect public asylums for their insane poor, under their own immediate inspection and government, and to charge the expenses attending the patients to the poor rates of the parish to which they respectively belong. Under this act, county asylums for pauper lunatics have been erected in 18 counties. The best constructed and the best regulated of these, are those erected for the West Riding of York at Wakefield, and for Lancaster. The former contains accommodations for 300 patients, and was built upon an approved plan, pursuant to the instructions of Samuel Tuke, a distinguished friend, whose exertions in behalf of the insane bespeak a most pure and enlightened philanthropy, and merit the gratitude of the civilized world. The excellent plan of this building may be regarded as a model, in imitation of which it would be advisable to construct similar establishments.

The two old hospitals for the insane, of Bethlem (established in 1684) and of St. Luke (established in 1751) in London, are destitute of the advantages of spacious grounds, and of workshops for the exercise and employment of the patients, and are radically defective in their structure.

In 1825 and 1828, acts were passed by the British Parliament, (9 Geo. 4, ch. 41, and 10 Geo. 4, ch. 18,) providing for the more effectual licensing of madhouses in England and Wales, and bestowing upon the commissioners to inspect these establishments, more extended powers of visitation, and also powers to correct abuses.

In England there are a large number of private houses for the reception of the insane. These last mentioned acts were passed especially for their regulation, and to prevent the recurrence of those barbarities which were once practised in these establishments, and the disclosure of which led to the passage of Mr. Wynne's act. The laws of England in relation to the insane poor, are defective, in leaving it to discretion of the county magistrates to erect asylums, instead of making this duty compulsory.

In Scotland, there is no asylum which can be called national. There is no law in force there, requiring the erection of district or county hospitals for the insane. At Edinburgh, the public asylum was built by voluntary subscriptions. Pauper lunatics in that city are kept in the cells of the charity workhouse, a building wanting in all the advantages of a lunatic establishment. The splendid asylum at Glasgow is an eleemosynary institution; although pauper patients are there received. There are lunatic asylums at Dundee, Montrose and Aberdeen, and also a small establishment at Dumfries.

In 1815 a bill was introduced into Parliament, by Mr. Colquhoun, and passed into a law, which placed both the public and private asylums in Scotland under the jurisdiction of the sheriffs of the counties, who by that act were authorized to correct all abuses, and to prescribe regulations for the government of these establishments, and by and with the advice of such physicians as they might call to their aid, to interfere even in the treatment of the patients, and to discharge such as appeared to be improperly confined.

Ireland exceeds all other parts of the British empire in carrying into effect just views in relation to the insane. She is indebted for this pre-eminence, to the zeal and perseverance of Thomas Spring Rice, whose memory will long be cherished by his grateful countrymen, for his benevolent exertions in behalf of the insane.

In 1808, Dean Swift's Hospital, in Dublin, was the only public establishment for the insane in all Ireland. In 1828 there were prepared for the reception of patients, the Richmond Lunatic Asylum, and the lunatic department in the House of industry, in Dublin, four private asylums near the city, extensive public asylums at Cork, Limerick, Armagh, Londonderry, and Belfast, besides five or six minor establishments in other parts of the kingdom. All these asylums are conducted with great skill and regularity, and enjoy all the benefits of the best medical and moral treatment. The Limerick District Asylum is said to be one of the best constructed buildings of the kind in Europe.

The laws in Ireland in relation to the regulation and erection of asylums are much more perfect than those applicable to England

and Wales. By an act passed in 1817, as afterwards amended, the Lord Lieutenant of Ireland is invested with the power of directing the magistrates of any county or district to erect an asylum for the accommodation of their insane poor. The erection of the asylums was not, as in England, left to the discretion of the magistrates. By another act subsequently passed, the regulation and inspection of lunatic asylums in Ireland, was placed under the general superintendence of two individuals, called Inspectors-General, who are required to make an annual report to Parliament of their condition. These Inspectors-General have the power to enter and examine all public and private asylums, and to act the part of the most rigid inspectors.

In France and the Netherlands, and in almost all the continental States, the hospitals for the insane are under the control of an officer, called the minister of the interior, and form a branch of the civil hospital department, and are governed by one general code of laws. Each city and principal town has its own hospital. The insane poor are supported from the general funds of the hospital establishment. These funds are provided by the government. Each province has its own commissioners for general hospital purposes, and each city its local managers. In France, and the Netherlands, every public asylum is under the immediate charge of a respectable physician, appointed by the government, with a regular salary, payable out of the hospital funds. In no country in the world, has more attention been paid to the comfort of the insane than in the kingdom of the Netherlands. At Ghent there are four public hospitals for the insane, and one private establishment. Antwerp can boast of one of the best regulated asylums in the world. It was erected about twenty-eight years since, and contains accommodations for 230 patients. With this hospital is connected the celebrated establishment at Gheil, 27 English miles from Antwerp, where lunatics have been treated from a remote age, in consequence of a traditional superstition, which attributes the selection of this place to the circumstance of an "English lady of rank and surpassing beauty, who being driven to madness by the treachery of her lover, and the cruelty of friends, wandered from her home and country, and found refuge in this deserted spot; where she recovered her reason, built a church, and devoted a long life to curing the insane, having, (according to the tradition,) received from heaven, the power of performing such cures." Her remains are still supposed to possess that power, and are preserved by the villagers with great piety. In this village the insane recover rapidly. The convalescents from the asylum at Antwerp, are sent here, and are treated in the same manner as the other patients at Gheil. More patients are said to be cured at this village, than at all the other hospitals in the kingdom. In Bavaria and Saxony, the government pay great attention to the insane. Prussia has long been distinguished for the excellence of her asylums for lunatics. Denmark and Sweden also provide in an ample manner for their insane. At both Madrid and Lisbon are large establishments for those who are deprived of their reason. In Sara-

gossa, there is a well regulated extensive asylum, which is open to lunatics of all nations and religions, with the comprehensive inscription, of "*Urbis et Orbis.*" Great credit is due to the court of directors of the East India company, for their provision for the insane in the States under their government. They have established six general hospitals for insane natives, under the Bengal government, and four under the presidency of Fort St. George.

There are also several flourishing lunatic asylums in Italy; two at Milan, one public, the Senavra, and one private; one at Aversa near Naples, and one at Genoa.

In France, the asylums of the Bicetre and La Salpetriere, are particularly distinguished for their good management and extensive accommodations. The French government continues to extend its protecting care to the insane, and to bestow the most liberal encouragement upon those men of science, who are directing their efforts to advance to greater perfection the moral and medical treatment of mental disease.

In the United States, likewise, several flourishing institutions for the insane have been established. In the year 1811, the Massachusetts General Hospital was incorporated. It received its principal contributions from the unexampled munificence of certain citizens of Boston and the neighboring towns. These contributions amounted to upwards of \$122,000. The State gave the hospital \$40,000. On the first day of Sept. 1821, this hospital was ready for the reception of patients. It is one of the most perfect establishments of the kind in the world. The McClean Asylum at Charlestown, which is the lunatic department of the hospital, deriving its name from one of its munificent donors, is situated upon one of the most beautiful spots in the vicinity of Boston, possessing all the advantages of salubrity of air and extent and variety of view. This asylum was first opened on the first of October, 1818, under the care and superintendence of Doct. Rufus Wyman, a gentleman of distinguished attainments, and eminently qualified for that station. In 1828 an addition was made to the building, which combined all the improvements previously adopted in other establishments, with much which originated with the ingenious physician.

The Connecticut Retreat for the insane, near Hartford, was opened on the 1st of April, 1824, under the medical superintendence of Doct. Eli Todd, a gentleman justly considered as one of the most distinguished medical men in his native State. This gentleman possesses a peculiar tact and address in the treatment of the insane, and he devotes himself to the promotion of their comfort and cure, with great zeal and enthusiasm. As appears from certain statistical notices of the lunatic asylums in the United States, by T. R. Beck, M. D., in 1829, (to be found in the Transactions of the Albany Institute, vol. 1, No. 3,) the Connecticut Retreat has been the most successful of any institution of the kind in the United States, and the most successful of any in the world, except Doct. Burrows' private asylum in England.

Ever since the establishment of the Pennsylvania Hospital, in 1752, lunatics have been received therein as patients. In 1798, a part of the building was prepared for and appropriated to their reception.

The Friends Asylum for the relief of persons deprived of the use of their reason, at Frankford, near Philadelphia, is a flourishing and well conducted establishment; it has all the advantages of pure air and pleasant scenery. It is confined to the Society of Friends, and was founded in imitation of the celebrated Retreat, near York, England.

In addition to the above lunatic establishments, there is an insane hospital at Baltimore; and a new asylum recently erected at Columbia, South Carolina; both of which are said to be well regulated and successful institutions. There is also an establishment at Lexington, Kentucky, founded by the State, for the cure of insane paupers. This hospital was completed and opened for patients, in 1824.

It will be seen by this account of what has been done in other countries for the comfort and cure of the insane, that we have not advanced as far in this humane enterprize as many of the governments of Europe. The time has arrived when we are called upon to discharge the uncanceled obligations of religious, moral, social and political duty to that portion of our fellow citizens, whose appeal to our sympathies, justice and humanity, is the strongest which can under any circumstances be made by any part of our population. And it is believed that the disposition is not wanting on the part of the people, to discharge this duty. They are only to be informed of the wants of their insane fellow citizens, and the proper spirit and zeal will instantly be excited to provide all the means demanded by humanity for their relief.

The committee, relying upon the favorable feelings entertained by their fellow citizens towards all objects of charity, have, for the reasons detailed in this report, come to the conclusion, that public establishments for the reception and cure of the insane poor, are both necessary and proper. And they therefore submit to the Legislature, the expediency of providing for the erection of at least one spacious and commodious hospital, sufficient to accommodate at least 250 of the insane poor. If an establishment of this extent should prove inadequate, its accommodations may hereafter be enlarged, or other hospitals erected of sufficient dimensions and number, to accommodate all the insane poor in the State. If commodious and well regulated hospitals were established, the number of the insane poor would rapidly diminish by means of the recoveries that would be effected. The part so recovering, would generally cease to be a burden upon the public, and their discharge from the establishment would create vacancies for others, who in their turn would enjoy the benefits of curative treatment.

As to the site of such establishment, if one should be erected, the committee believe that a central location on some navigable communication, should be selected; and that in the selection, regard should be had to purity of water, salubrity of air, and cheer-

ful and attractive scenery. To the establishment should be attached a farm, of rich soil and easy of cultivation, to furnish occupation for the patients.

The building should have the appearance of a cheerful country residence, and all resemblance to a place of confinement should be avoided. As to the plan of the building, the committee refer the Legislature to the plan and description of the Pauper Lunatic Asylum at Wakefield, England, with Samuel Tuke's Practical Hints on the construction and economy of pauper lunatic asylums, published in 1819, by Watson and Prichett, architects; and also to the plan of a French asylum, a description of which is submitted with this report.

These plans differ from each other in the shape and arrangement of the buildings, and also in the expense of their construction. The French plan exceeds the other in expense. The expense upon the plan of the Wakefield Asylum, of a building for the accommodation of 350 patients, being about \$88,500, and that of a building upon the French plan, for the same number of patients, being about \$90,000. An estimate of the expense of a building upon each of these plans, and also upon the plan of the Glasgow Asylum, made by Mr. Hooker, of Albany, an architect of reputation, is herewith submitted. It will be seen, by a reference to these plans, and to Tuke's Practical Hints upon the construction of Lunatic Asylums, that the great desideratum is, such an arrangement of the building as to be able to effect an entire separation of the sexes; and also the seclusion and separation of the patients of either sex in proper numbers, and in distinct apartments, according to the state of their minds; the separation to be according to the degree, rather than the species or duration of the disease, and not to exceed fifteen in number; the violent and noisy to be separated from those who are quiet, and those who are capable of some degree of rational enjoyment, and also from each other.

The wards, galleries, day-rooms, and airing yards of the two sexes, and these different classes, should be totally distinct, and admit of no communication with each other; and they should be so arranged as to render it impossible for the patients to have any view of each other from their respective apartments and yards.

The building should be so constructed as to produce a system of easy inspection and superintendence, over the patients, by their attendants, and over both by the superior officers. The accommodations for the patients should be cheerful, and afford as much opportunity for voluntary change of place, and variety of scene, as is compatible with security. There should be rooms for the occasional seclusion of the noisy and violent patients, and means of easy transmission of the patients from one class to another, should be provided. The day-rooms should be so arranged as to present to the patient the strongest incentives to orderly conduct. And to facilitate inspection, the airing yards should be overlooked by the day-rooms, where the attendants generally are stationed, and the galleries should be contiguous to the day-rooms, and the sleeping rooms to the galleries.

To aid the inspection by the superintendent, the day-rooms should not be above the second story. The day-rooms, galleries and airing yards of each class should easily communicate with each other. They should have a cheerful appearance; iron grating to the windows should be abolished, and frames of cast iron, having the appearance of wooden ones, substituted.

To give the galleries a cheerful appearance, the lodging rooms should be placed only on one side; and on the other side windows should be constructed looking into the courts, and affording a prospect to the patient. The patient, as far as is practicable, should be the master of his own actions, and have the privilege of going into his airing yard at all proper times for exercise, recreation or amusement, without interference or control. And the building should be so constructed, that in his passage down he will continue constantly under the eye of his attendant. The building itself should have an imposing appearance, so as to excite in the bosom of its inmates a feeling of grandeur. This will prevent a sense of degradation and consequent depression of mind. And to the building should be attached work-shops and spacious grounds for the employment of the patients. The improved mode of moral treatment can not be carried into effect without a proper arrangement of the building. And without such arrangement, it is impossible to prevent abuses, or to render comfort compatible with security.

Water should be carried to every story by forcing pumps, and each gallery should be furnished with wash-rooms, baths, &c.

The building should be warmed with heated air conducted to each story, by means of air flues, which in summer will answer the purposes of ventilation; and all the improvements lately discovered in culinary operations, and in washing and drying linen, &c. heating water, &c. should be introduced into the building.

A particular account of these valuable improvements in the science of domestic economy, will be found in a description of the Derbyshire General Infirmary, by Charles Sylvester, published in 1819. All or most of which have been successfully introduced into the Massachusetts General Hospital.

In all the older hospitals for the insane, and in many recently erected, the above mentioned, important arrangements of the building are wanting. The only object of their erection was the protection of the public. The recovery of their inmates was rarely attempted. The older hospitals, were generally cheerless and gloomy dwellings, calculated to aggravate the disease of the patient and to render it incurable. When these hospitals were erected, and for a long time afterwards, the insane were the victims both of neglect and brutal treatment. From an ignorance of the nature of their disorder, an opinion prevailed, that it was incurable. This opinion, connected with the dread which the disease inspired, caused the insane to be confined in cells, to be deprived of the consolations of friendship, and shut out from the blessings of pure air, healthful exercise, and kind treatment. Thus regarded, and treated like the brute, they wandered farther and farther

from the light of reason; their delusions became more and more firmly fixed; every day, every hour they lived, some new neglect, some additional barbarity occurred to aggravate their disorder, until the limit was passed, beyond which, hope never penetrated, and they were doomed to the darkness of an extinguished, or irremediably disordered intellect.

But the gloomy picture is fast losing its horrors. The light of benevolence has shone upon it, and is rapidly expelling the awful darkness which has *reposed there* for ages. Science, stimulated by philanthropy, has conquered ignorance, prejudice, and superstition, and pushed its investigations into the causes, character, and curableness of mental disorder, and has come out with the glorious demonstration, that the diseases of the mind can be made to yield to the power of medicine, and to moral discipline. Thus the mystery which once enveloped intellectual derangement has vanished, and it has been ascertained to be a simple disease, curable to even a greater extent than the diseases of the body. The result has been, that the lamentable condition of the insane is now calling forth the warmest and most powerful exercise of the compassion of the age. And the sympathies of the civilized world, in their behalf, are growing stronger and stronger every hour, and the holy determination seems to have been formed to make amends, by the exertions of the present and the future, for the neglect and the cruelty of the past.

Much in this enterprize of justice and benevolence yet remains to be achieved. Humanity and science have still more victories to win, before all within the reach of human power, in the treatment of mental disease is accomplished. When the restoration to society of so many rational minds, who without the application of curative means, would be perpetually doomed to the horrors of madness, is the philanthropic object of the humane, it cannot be that indifference and apathy will paralyse their exertions, or that no correspondent feeling will be excited in the public mind, to second and co-operate with all the benevolent efforts which they may put forth in this righteous cause.

STATE OF NEW-YORK.

No. 168.

IN ASSEMBLY,

February 5, 1835.

ANNUAL REPORT.

Of J. D. Stevenson, Inspector of Tobacco for the city and county of New-York.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

Report of tobacco inspected in the city and county of New-York, from the 22d day of April, 1834, (the day on which the inspection commenced under the law of the last session,) to the 31st day of December, of the same year, with the average price per pound, and probable value thereof, as near as I have been able to ascertain, viz :

3,657 hhds. of tobacco, the growth of the State of Kentucky;
1,754 hhds. the growth of the State of Virginia; 413 hhds. the growth of the State of Ohio; and 85 hhds. the growth of the State of Maryland, making, in all, 5,909 hhds; from which deduct 118 hhds. condemned as unmerchantable, leaves

5,791 hhds. merchantable tobacco, weighing nett

7,702,080 lbs. at 7 cents,..... \$589,142 10

118 hhds. unmerch't. tobacco, weighing 159,433

lbs. at 5 cents,..... 7,971 65

5,909

Total probable value, \$547,118 75

Expenses of office.

Store or ware-house rent,..... \$2,739 00

Pay of deputies,..... 1,500 00

Amount carried forward, \$4,239 00

[Assem. No. 168.]

| | |
|--|--------------------|
| Amount brought forward, | \$4,239 00 |
| Clerk hire,..... | 710 00 |
| Coopers, labor, nails, hoops and other materials, and all other expenses,..... | 7,009 00 |
| | <u>\$11,958 00</u> |

| | |
|--|--------------------|
| Amount of fees rec'd and to be rec'd for inspection, | \$11,818 00 |
| Do. for storage,..... | 1,556 00 |
| | <u>\$13,374 00</u> |
| Deduct expenses,..... | 11,958 00 |
| | <u>\$1,416 00</u> |

From the experience of the past year, I am not aware that any legislation on the subject can in any way benefit the inspection or increase the trade; and as an evidence of the value of the inspection to the city of New-York, the accompanying certificates from importers of the article, (many of whom opposed the passage of the law last session,) is respectfully submitted.

J. D. STEVENSON, *Inspector.*

STATE OF NEW-YORK.

No. 169.

IN ASSEMBLY,

February 16, 1835.

REPORT

**Of the committee on grievances upon the petition of
of John Car S. Kader for relief.**

Mr. Hough, from the committee on grievances, to which was referred the petition of John Car S. Kader for relief,

REPORTED:

That it appears from the petition, that the petitioner is the owner of a lot of land in the town of Lenox, Madison county, adjoining the Erie canal on the south and the Oneida creek on the east; that when said canal was constructed, a drain was made from the same, across the corner of the petitioner's land to said creek, for the purpose of discharging the water from said canal, which obstructed the progress of the work, and when said canal was completed, a waste-weir was constructed so as to discharge into and through said drain; that in consequence of the great quantities of water discharged from the canal at said waste-weir, and through said drain at particular seasons of the year, the drain has gradually wore to the depth of several feet, and in some places to a considerable width, and has undermined and destroyed some choice shade trees, and otherwise damaged his premises, and is of considerable inconvenience to the petitioner, as it passes near his house; and he adds that, in his opinion, it greatly lessens the value of said lot, and that his lands are frequently overflowed by the waters of said canal. He therefore asks the Legislature to compensate him for the same. This statement rests entirely upon the petition, un-

supported by any testimony whatever, and it does not appear whether the Canal Commissioners ever made him any compensation or not, nor whether the petitioner ever applied to them for such compensation. Under this state of facts, your committee do not feel authorized to recommend the passage of an act for his relief, and are of the opinion that the prayer of the petitioner ought not to be granted.

STATE OF NEW-YORK.

No. 170.

IN ASSEMBLY,

February 14, 1835.

REPORT

Of the committee on the petitions of aliens, on the petition of James Elgar.

Mr. Tyrell, from the committee on the petitions of aliens, to whom was referred the petition of James Elgar, an alien,

REPORTED:

The petitioner states that he emigrated from the county of Kent, in England, about six years since, and came to the State of New-York, for the purpose of making a permanent residence; and also, that he intends to become a naturalized citizen of the United States. He therefore asks the passage of a law to enable him to take, hold, and convey real estate.

Your committee after duly considering the prayer of the petitioner, are of opinion that legislative aid is not necessary to enable the petitioner to obtained the object sought for in his petition, as ample provision is made for such cases in chapter first of the second part of the Revised Statutes.

In all cases provided for by acts of general legislation, your committee deem it unwise and impolitic to grant special acts, as such acts are in fact legislative favoritism. And as this case presents itself in that position, your committee are of opinion that the prayer of the petitioner ought not to be granted.

Your committee therefore offer the following resolution:

Resolved, That the petitioner have leave to withdraw his petition.

[Assem. No. 170.]

STATE OF NEW-YORK.

No. 171.

IN ASSEMBLY,

January 29, 1835.

ANNUAL REPORT

**Of Alexander Dennistoun, an Inspector of lumber in
the city of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

The subscriber, an inspector of lumber in the city and county of New-York, respectfully submits the following returns, inspected by him during the year 1834.

| Feet. | | Per. M. |
|---------|--------------------------------------|-------------------|
| 25,847 | clear white pine boards,..... | from \$25 to \$30 |
| 135,173 | “ “ merch’t.... | 15 16 |
| 8,405 | “ “ refuse,..... | 7½ 8½ |
| 364,748 | sawed timber, merch’t..... | 13 15 |
| 111,288 | “ “ refuse,..... | 6½ 7½ |
| 76,231 | yellow pine flooring, merch’t..... | 25 26 |
| 36,836 | “ “ refuse,..... | 12½ 13 |
| 31,431 | hard wood, merch’t..... | 20 22 |
| 7,520 | “ “ refuse,..... | 10 11 |
| 265,797 | box boards, measured only,..... | 12 13 |
| 1,808 | cubic ft. square timber, merch’t.... | 16 to 20 cts. |
| 297 | “ “ refuse,.... | 8 to 10 cts. |
| 154,313 | yellow pine ship plank, merch’t.... | \$22 \$24 |
| 67,179 | “ “ refuse,..... | 11 12 |
| 5,944 | oak plank, merch’t..... | 20 25 |
| 2,986 | “ “ refuse,..... | 10 12½ |

Carried forward,

[Assem. No. 171.]

| Feet. | | Per M. |
|-----------|----------------------------|-------------------|
| | Brought forward. | |
| 25,727 | cedar boards, merch't..... | from \$15 to \$20 |
| 7,520 | " refuse,..... | 7½ 10 |
| <hr/> | | |
| 1,829,050 | | |

| | Per M. |
|-------------------------------------|-------------|
| 918,850 cypress shingles, merch't.. | \$3 to 3 25 |
| 152,761 " refuse,.. | 0 75 |

Fees, \$610.06.

ALEXANDER DENNISTOUN,

Inspector.

STATE OF NEW-YORK.

No. 172.

IN ASSEMBLY,

January 29, 1835.

ANNUAL REPORT

Of Caleb Smith, an Inspector of Lumber in and for
the city and county of New-York.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

The subscriber, one of the inspectors of lumber in and for the city and county of New-York, begs leave, in conformity to the laws of the State of New-York, to submit herewith his annual report of lumber inspected, together with the average prices, and amount of fees received for the year ending on the 31st day of December, 1834.

| Feet. | | Per M. | Fees. |
|-----------|---|--------|------------|
| 1,177,487 | white pine timber, merch't..... | \$14 | |
| 402,029 | “ refuse,..... | 7 | |
| 398,836 | spruce timber, merch't..... | 12 | |
| 135,334 | “ refuse,..... | 6 | = \$528 42 |
| 486,636 | eastern white pine boards, merch't.. | 16 | |
| 157,920 | “ refuse..... | 8 | |
| 158,920 | yellow pine flooring, merch't..... | 24 | |
| 90,590 | “ “ refuse,..... | 12 | = 335 27 |
| 18,377 | cubic ft. y. p. square timber, merch't. | 30 | |
| 12,300 | “ “ “ refuse,. | 15 | = 191 50 |
| 221,945 | white pine box boards,..... | 14 | = 55 49 |
| 49,124 | “ clear Albany boards,.... | 28 | |
| 60,049 | “ merch't. “ | 18 | |

Amount carried forward,.... \$

Amount brought forward,.... \$

| Feet. | | | | |
|---------|--|----------|---|------------|
| 62,077 | white pine seconds Albany boards,.. | \$14 | | |
| 68,604 | " refuse " | 7 | = | 89 94 |
| 168,560 | prime cypress shingles,..... | 34 | | |
| 50,270 | culls " | 62½ cts. | = | 39 40 |
| 40,040 | oak boards and plank, merch't..... | \$22 | | |
| 19,061 | " " refuse,..... | 11 | | |
| 20,219 | chesnut joist, merch't. | 16 | | |
| 9,122 | " refuse,..... | 8 | = | 33 16 |
| 500 | cubic feet locust timber, merch't..... | 75 cts. | | |
| 116 | " " refuse,..... | 87½ cts. | = | 8 00 |
| 47,762 | white wood boards, merch't..... | \$20 | | |
| 28,190 | " " refuse,.... | 10 | | |
| 48,968 | ash plank, merch't,..... | 24 | | |
| 16,892 | " refuse,..... | 12 | | |
| 30,624 | cedar boards, merch't..... | 26 | | |
| 15,079 | " refuse,..... | 10 | = | 68 26 |
| | | | | <hr/> |
| | | | | \$1,349 44 |
| | | | | <hr/> |

CALEB SMITH, *Inspector*

STATE OF NEW-YORK.

No. 173.

IN ASSEMBLY,

February 14, 1835.

REPORT

Of the select committee on the petition of inhabitants of De Kalb, relative to the school fund of said town.

Mr. King, from the select committee to which was referred the petition of inhabitants of the town of De Kalb, for the transfer of school funds from the commissioners of common schools to the trustees of gospel and school lands,

REPORTED:

That it appears the town of De Kalb has a permanent school fund of \$2,400: that of the said sum \$1,400 are the proceeds of the sale of the gospel and school lands of said town, and that this sum is in the care of the trustees of the gospel and school lands: that \$1,000 was appropriated to the use of common schools, from the poor funds of said town by a vote of the town, made according to law, in town meeting, on the 5th day of March, 1833, after the abolition of the distinction of town and county paupers, in the county of St. Lawrence; that this sum is, by law, in the care of the commissioners of common schools. The interest of the whole fund being annually divided for the benefit of schools.

The petitioners represent that the expense of superintending and loaning said fund is injuriously increased by reason of its being in the hands of two sets of officers; and that there is danger that the portion of said fund which is in the hands of the commissioners of common schools may be wasted in irresponsible hands, for the reason that commissioners of common schools give no offi-

cial bond or security: and they further state, that the whole of said fund can be managed with more safety, economy and profit by the "trustees of the gospel and school lot," who are by law required to give a bond with security for the faithful discharge of their official duty, than it now is.

Your committee see no reason why the prayer of the petitioners should not be granted; and ask leave to bring in a bill.

No. 174.

IN ASSEMBLY,

February 17, 1835.

REPORT

Of the select committee, on the memorial of the Common Council of the city of New-York, relative to the alms-house school.

Mr. Ringgold, from the select committee to which was referred the memorial of the common council of the city of New-York, respecting the school attached to the alms-house,

REPORTED:

That for many years past a school has been conducted at the alms-house, for the education of the children in that institution; which school has, since its establishment, been placed under the superintendence of the Public School society of the city of New-York, as one of the common schools of said city, and has, until the last year, received a portion of the school monies.

The commissioners have declined paying for the use of said school a share of the fund since its removal to Long-Island, where (in the county of Queens,) your memorialists have purchased farms, to be used as part of the alms-house establishment of the city. The advantage of continuing the school at the place where it is now conducted, is experienced in the improved morals and health of the children, resulting, in a great measure, from their being debarred all intercourse with adult paupers.

The portion of the fund which would have been applied to the school in question, but for its removal to the place mentioned, has

[Assem. No. 174.]

been retained by the commissioners, who are willing to pay the same whenever they shall be authorized to do so by law.

Your committee fully concur in the propriety of the passage of a law for this purpose, and ask leave to introduce a bill.

No. 175.

IN ASSEMBLY,

February 14, 1835.

REPORT

**Of the committee on grievances, on the petition of
Lawrence Schermerhorn.**

**Mr. Moore, from the committee on grievances, to whom was
referred the petition of Lawrence Schermerhorn,**

REPORTED:

**That it appears from the said petition, that in consequence of
the construction of the Erie canal, a well belonging to the peti-
tioner was destroyed; that the Canal Commissioners caused another
well to be provided, which the petitioner in his said petition says,
answered the purpose of supplying him with water until within
five years last past, and since which time it has been rendered
useless, by what the petitioner calls the irruption of the canal.
There is also before your committee an affidavit, verifying the
fact that the water in the said well has for two years been injured
by a communication between it and the water of the canal; but it
does not appear to your committee, that the State is liable for the
said injury; they are therefore of the opinion, that the prayer of
the petitioner ought not to be granted.**

No. 176.

IN ASSEMBLY,

February 18, 1835.

REPORT

Of the select committee on the memorial of the mayor, aldermen and commonalty of the city of New-York.

Mr. Clinch, from the select committee, to which was referred the memorial of the mayor, aldermen and commonalty of the city of New-York, praying for the passage of an act to provide for the appointment of an additional special justice for preserving the peace in said city,

REPORTED:

The memorialists state that an additional special justice is much needed to ensure an effectual performance of the arduous and increasing duties of their police department. There are at present two police officers and four justices; the business of the principal office, which is in the city-hall, requires the undivided attention of *three* of the said justices; and as the law has assigned to the police department, certain duties, other than their guardianship of the peace of the city, viz: the binding out of apprentices, &c., and the examination into cases of bastardy, which involve long investigations, and which require the presence of at least *two* magistrates, it follows that with the present number of justices, it is impossible to perform such duties at both offices, although it is every way desirable for the interests and convenience of the public, that *both offices* should present at all times the same facilities for every kind of business belonging to the police department.

The memorialists further represent, that it would be highly expedient to discharge a portion of the city watch every morning at the upper police office, instead of having the whole of that duty performed at the lower office: But without an additional justice it would be extremely difficult to carry the said improvement into effect.

Concurring, as your committee do, in all these views of the subject, they see no reason why the prayer of the petitioners ought not to be granted; and they have accordingly prepared a bill, which they ask permission to introduce.

No. 177.

IN ASSEMBLY,

February 17, 1835.

REPORT

Of the committee on grievances, on the petition of Joseph E. Smith & Co.

Mr. Adams, from the committee on grievances, to which was referred the petition of Joseph E. Smith & Co., praying for the passage of a law authorizing the Canal Board to pay them a fair price for work done on the canal,

REPORTED:

That the representations of the petitioners of the work done, the terms upon which it was done, and the amount paid therefor, fully appear in the report of the Honorable the Canal Commissioners, made to the House, see Assembly Documents, No. 189; and from which it appears that the petitioners have been fully paid.

Your committee are therefore of the opinion that the prayer of the petitioners ought not to be granted.

No. 178.

IN ASSEMBLY,

February 13, 1835.

REPORT

Of the committee on claims, upon the petition of Gertrude Gates.

Mr. M. H. Sibley, from the committee on claims, to which was referred the petition of *Gertrude Gates*, widow of John Gates, deceased, for a grant of bounty lands, or of money in lieu thereof,

REPORTED:

The petitioner sets forth that her late husband, on the 25th day of July, 1775, enlisted as a private soldier in the regiment commanded by Col. James Clinton, in which he served until the 15th April, 1776, when he was transferred to, and appointed sergeant in, Col. John Nicholson's regiment, and served as such until the 19th day of December, 1776, on which day he received an ensign's commission in Col. James Livingston's regiment, in which he served, as such ensign, and also as quarter-master and commissary, until the 20th day of May, 1779, when he received a furlough for three months, from Gen. Gates: That he immediately returned to Albany and entered into the service as a mechanic in making saddles, harness, &c., for the army, and continued thus employed until sometime after the close of the war.

The petitioner also states, that her late husband had never received any remuneration for the depreciation of continental money, which he received for his pay, notwithstanding the pledge that such depreciation should be made good to the army; nor had he received any bounty lands, or anything in lieu thereof; no other

evidence of this, however, is furnished to the committee than the statement of the petitioner.

Your committee have not been furnished with any evidence of the enlistment and service of the said Gates as a soldier, or sergeant, as stated in the petition; but from documentary evidence, they are satisfied that he was appointed an ensign in Col. Livingston's regiment, on the 18th December, 1776, and, on the next day, was assigned by his colonel to the recruiting service, and that, on the 20th May, 1779, he received, by order of Gen. Gates, a furlough for three months. It is evident to your committee also, that he was employed, to some extent, in the commissary department, in the fall of 1777, and the winter and spring of 1778. It also appears that, on or about the 22d March, 1780, he voluntarily resigned his commission, which was accepted by Gen. Gates, and that while in Col. Livingston's regiment, his conduct was satisfactory to his colonel.

In what manner ensign Gates was employed after his furlough and resignation, and whether in the service of the country in any capacity, has not been made to appear, except by the statement of the petitioner.

At the session of the Legislature in 1831, a petition, of the like nature, was presented in the house of Assembly, on behalf of the heirs of John Gates, and referred to the committee on claims, which made a report, adverse to the prayer of the petitioners, and that report was adopted by the House. (See Assem. Doc. of that year, No. 338.)

At the last session, a petition, of a like nature, was presented on behalf of the widow of John Gates, also in the House, and had a like reference, to the committee on claims, which brought in a bill, unaccompanied by any report, providing for the payment to her of "*six hundred dollars, in full satisfaction of the claim of Gertrude Gates, the wife of John Gates, deceased, for bounty lands, for services rendered by said John Gates in the revolutionary war.*"— (See Legislative Bills, 142.) This bill passed the House, (see Assem. Journal, p. 902, of 1834,) but your committee have not learned that any action was had upon it in the Senate.

In the report of 1831, the committee say, "by his" (John Gates) "affidavit made in 1810, it appears that, although he was several

times enlisted as a private, yet it was always for short periods, and not for during the war. He was afterwards an ensign in Livingston's regiment, but in 1776 received a furlough, and, in fact, left the army; of course he was not one of that class of officers who continued to serve until the end of the war, and was not, on that account, entitled to bounty lands. After receiving his furlough he served as a mechanic, in the public employment. This furnishes no claim for bounty lands." A great number of documents accompany the petition now before your committee, but the affidavit of the deceased, which appears to have been before the committee of 1831, is not among them.

On looking into the records of the proceedings of the Commissioners of the Land-Office, on 2d Sept. 1790, your committee find, that that board proceeded to examine the claims of several persons who served in the (then) late army, coming under the descriptions specified in the resolutions there set forth, which relate to persons who were engaged to serve during the war, and who died, were killed during the war, or served to the end of it. The Commissioners also proceeded to examine the claims of several persons coming under the following description, to wit:

"Officers, who were returned as part of the quota of this State, and received their depreciation from it, but who resigned before the end of the war."

"Soldiers, who were returned as part of the quota of this State, and received their depreciation from it, but who were enlisted for a period not commensurate with the war, and discharged before the end of it."

"Soldiers, who were enlisted for the war and returned as a part of the quota of this State, but deserted."

"Soldiers, who were enlisted for the war, returned as a part of the quota of this State, but obtained their discharges, either with, or without pension."

It was therefore resolved, as the opinion of that board, that no person, coming under either of the four last above described classes were by the then existing resolutions or laws, entitled to bounty lands; and your committee are not aware of any subsequent general enactment, which would embrace either of those classes.

The proceedings of the board at that early day, composed as it was, of those who bore a distinguished part in the conflicts of the revolution, and therefore naturally disposed to give such enlarged and liberal construction to the laws and resolutions as would embrace as great a number of those who had borne with them the burthens of the war, as was consistent with sound interpretation, seem to your committee to be entitled to all the weight of contemporaneous exposition, and shows, most clearly, that ensign Gates was not among the number of those who were entitled to bounty lands. And, when it does not appear to your committee that he made any claim to these lands from the time of such adjudication, (although, as your committee are informed, he resided in this city for more than a quarter of a century after that period,) your committee think it not improbable that he was among those who presented their claims for consideration to, and which were rejected by, that board, of which Gov. George Clinton, was a member.

Your committee are entirely satisfied, that however patriotic and meritorious were the services of ensign Gates, he never was entitled to bounty lands under the laws of this State, and that they cannot now be awarded to his representatives without partial injustice to some now living, who come within the same class, and to the descendants of many more who have gone down to their graves with no other reward than the consciousness of patriotic sacrifices.

In addition to these reasons, your committee are of opinion that it would be unsafe and impolitic, after the lapse of so many years, and the death of the only person who could know all the merits and demerits of this claim, whose conscience cannot now be searched upon the subject, to listen favorably to the petition of the representative.

Your committee, in view of the repeated presentation of this claim, the labor of their predecessors in investigating, and the valuable time of past Legislatures in acting upon it, have felt that they could not discharge their duty to the House without bestowing the most patient research and scrutiny, and presenting their views somewhat at large upon this case, in the hope that the Legislative will, by adopting the conclusions to which your committee have arrived, or by rejecting them and granting the prayer of the petitioner, put an end to this case, and save to future committees the labor of again exploring transactions which the lapse of half a century has greatly obscured.

Your committee have instructed their chairman to ask leave to introduce the following resolution:

Resolved, That the petition of Gertrude Gates, for a grant of bounty lands, in the right of her late husband, John Gates, or of a sum of money in lieu thereof, ought *not* to be granted; and that the petitioner have leave to withdraw her petition and the documents therewith presented.

No. 179.

IN ASSEMBLY,

January 29, 1835.

ANNUAL REPORT

**Of B. Van Benthuisen, Inspector of Sole Leather in
the city of Albany.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

The undersigned, an inspector of sole leather in the city of Albany, respectfully reports:

That from the 1st of January, 1834, to the 1st of January, 1835, he has inspected 16,144 sides of sole leather, the probable value of which may be estimated at \$48,000. Fees received, \$645.76.

Respectfully submitted.

B. VAN BENTHUISEN,
Inspector.

Albany January 20, 1835.

[Assem. No. 179.]

STATE OF NEW-YORK.

No. 180.

IN ASSEMBLY,

Februry 18, 1835.

REPORT

Of the select committee on the petition of Marcus B. Osborn.

Mr. Phillips, from the select committee to which was referred the petition of Marcus B. Osborn, of Sagg-Harbor in the county of Suffolk, for the passage of a law authorizing him to construct a wharf and dock adjoining his land,

REPORTED:

The petitioner sets forth in his petition that there are at present more than twenty ships engaged in the whale fishery, which sail from the port of Sagg-Harbor; and that there is but one wharf at which they prepare for their voyages and discharge their cargoes; and that these ships often experience much inconvenience for want of room: that there are also vessels of different descriptions, with large quantities of lumber, merchandize and produce, together with steam-boats and packets, all dependent upon this wharf for their lading and landing place, whereby much inconvenience is experienced, especially by steam-boat passengers: and the said Osborn proposes to construct a wharf and landing place for steam-boats and vessels of the smaller size, and to extend the same in the bay or harbor a distance of three hundred feet from high water mark, and one hundred and twenty feet in width.

Your committee not being aware of any objection to granting the prayer of the petitioner; but believing, as well from the facts set forth in the petition as from their own knowledge of the pre-

[Assem. No. 180.]

misses that the proposed wharf would be a great convenience to the commercial interests of Sagg-Harbor, they are unanimously of the opinion that the prayer of the petitioner is reasonable and ought to be granted: and they have, therefore, prepared a bill, which they respectfully ask leave to introduce.

STATE OF NEW-YORK.

No. 181.

IN ASSEMBLY,

January 30, 1835.

ANNUAL REPORT

**Of Jacob Shumway, an Inspector of Beef and Pork in
the city of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

A return of provision inspected by Jacob Shumway, inspector
of beef and pork in the city and county of New-York, from Jan.
1st, 1834, to Dec. 31st, 1834, inclusive, viz;

2,810 bbls. mess pork,
7,088 bbls. prime pork,
39 bbls cargo pork,
3,125 bbls not branded do.
4 bbls. mess beef,
16 bbls. prime beef,
26 bbls. cargo beef.

13,108 bbls. valued at \$129,010.50.

Fees.... \$3,277.00.

JACOB SHUMWAY, *Inspector.*

STATE OF NEW-YORK.

No. 182.

IN ASSEMBLY,

February 19, 1835.

REPORT

Of the committee on colleges, academies and common schools, on the petition of the trustees of Geneva college.

Mr. Burke, from the committee on colleges, academies and common schools, to which was referred the petition of the trustees of Geneva college,

REPORTED:

The petitioners represent that they have established at Geneva, a medical faculty, consisting of six professorships; but doubts are entertained whether the degrees of "*Doctor of Medicine*," conferred by the petitioners, will authorize the persons receiving the same to practice physic and surgery under the existing laws of this State. The petitioners, therefore, solicit such an amendment of the law as will remove those doubts, and enable the medical faculty to discharge their important duties with advantage to themselves, to the students, and to the public.

Independently of all other advantages, it is represented that the college will, by the aid of the medical faculty, be enabled to maintain lectures on chemistry, which have been suspended in consequence of the pecuniary condition of the college.

Your committee learn that Geneva college is the only institution of that grade, which has never received any aid from the State; that it has struggled through many difficulties and embarrassments,

relying wholly upon individual patronage and the enterprize and ability of its instructors.

The small boon which is asked to aid their chemical professorship, without taking a cent from the treasury, commends itself strongly to the judgment and feelings of your committee, and the institution of a medical faculty in that portion of the State seems in itself highly meritorious and deserving of public approbation.

The only public institutions for regular instruction in medical science in this State, are at Fairfield, in Herkimer county, and in the city of New-York. At these places, there are colleges of physicians and surgeons, consisting of professors appointed by the Regents of the University, which body confers the degree of "Doctor of Medicine," on the recommendation of the respective professors.

Fairfield is more than 120 miles from Geneva, and is east of a line running north and south, which would equally divide the population of this State. It is obvious, in the opinion of your committee, that it cannot satisfy the wants of the western region. The location of Geneva is equally favorable with that of Fairfield, and equal opportunities for practical knowledge are presented.

In no department of human knowledge, can education be more important than in that which concerns our health and our lives, and in no portion of our State is there so great a deficiency in the means of instruction in medical science, as in that region where the medical faculty of Geneva college is established. Although it may not possess all the advantages of the schools of Paris, Edinburgh, London or New-York, yet there can be no doubt of its presenting opportunities for education far superior to those obtained by private study, under the care of a single physician. Upon the whole, the considerations in favor of sustaining the efforts made to extend the facilities for medical instruction, by the means proposed, are deemed worthy, in the opinion of your committee, of legislative action.

In pursuance of these views, your committee respectfully ask leave to introduce a bill.

No. 183.

IN ASSEMBLY,

February 14, 1835.

REPORT

Of the select committee on several petitions relative to the act entitled "An act to abolish imprisonment for debt, and to punish fraudulent debtors."

Mr. Wilkinson, from the select committee to whom were severally referred the petitions of inhabitants of the counties of Otsego, Columbia, and Dutchess, and also the bills introduced on notice, all relating to the act entitled "An act to abolish imprisonment for debt, and to punish fraudulent debtors," passed April 26th, 1831,

REPORTED:

That the committee have had the several petitions under consideration, and have examined the bills referred to them.

It is represented in the petitions, that the act has not answered the objects intended; and that after having tested its provisions for three years, it has not commended itself to the approbation of but a small portion of the community, and has been productive of much evil.

The petitioners ask either its immediate repeal, or such a modification of the law as will afford some better remedy for the collection of debts. The act in question, though introducing and establishing an important principle, has almost entirely failed to fulfil the purposes indicated by the latter part of its title. Its operations are but feeble efforts to punish fraudulent debtors; and though an apparent remedy is offered to the creditor, yet escape

for the fraudulent debtor, is so easy, that it is almost questionable whether this law does furnish an inducement, in many instances, to the concealment of property and the perpetration of fraud. Intelligent men have said that the practical effect of this law upon all that portion of community, who were supposed to be operated upon by the fears of imprisonment, has been to induce a lax state of feeling as to the moral obligation of a contract, and that they look to and calculate upon the means by which they can retain property from their creditor, under this law, and avoid payment. Among a people so essentially of a trading character as we are, and whose progress to improvement in wealth, in population and in active enterprize, has been so largely augmented by our system of credit, laws to enforce the obligation of contracts should be certain, effectual, and as far as possible, permanent. The innocent and unfortunate debtor, should be protected, in the free enjoyment of all that is left to him, his personal liberty. On the other hand, a complete remedy should be offered to the creditor, to avail himself of the means of payment in the possession of his debtor, beyond what the law has humanely exempted.

Ever since the act under consideration went into operation, it has been generally, earnestly, and justly complained against it, that its provisions were defective, and that the public exigency required an alteration of it. The committee do not believe that there is either any call, or any necessity for an entire repeal of this law, but that its salutary principle should be preserved while many of its details should be altered.

Although the act is esteemed generally defective, yet the most serious difficulties are sustained by creditors whose debts are under \$100. For the collection of debts above that sum, a remedy (expensive to be sure for moderate amounts) is afforded through the aid of the court of chancery. That remedy is based upon the principle, that the judgment of a court of competent jurisdiction should be *per se*, an equitable assignment of the property of the debtor, to the amount of the judgment, and that the debtor is deemed to hold whatever he may possess above that which is exempt by law, from execution in trust for the benefit of his creditor. This principle is perhaps an indispensable requisite to a complete legal remedy for the collection of debts. The poor but *honest* debtor will be subject to no embarrassment from its being adopted, and carried out as far as practicable in all our courts,—while the

fraudulent one can claim no sympathy, if his purposes shall be thwarted, and he be compelled to surrender that which he has no equitable right to retain.

In proposing a bill upon this subject, the committee have come to the conclusion to take up the present law, and to propose to it as few amendments as consistent, and to recommend, that should their suggestions be approved and adopted, the whole act may be revised, (by incorporating such amendments,) re-enacted, and thus be published entire, so that the perplexity of searching through several volumes may be saved to the person seeking to know what the law is.

By the provisions of the present law, application may be made for a warrant against a defendant either before or after judgment, if a suit has been commenced in a court of record; and it obviously was intended, that if a defendant had property, he should, by virtue of those provisions, be coerced to surrender it, or be imprisoned. In most cases, the property which a plaintiff would seek to reach under this remedy, is not that which is substantial and tangible, for that might be taken in execution, but is generally debts due to the defendant, or other choses in action, as they are denominated. Persons intending to perpetrate a fraud, will generally convert their property into something upon which an execution will not attach. The great defect in the present law is, that so much is imposed upon a plaintiff to make out a case, that shrewd men generally escape ever being put upon their defence.

But when once the fact is established, that the defendant has in his pocket any amount of property consisting of notes, certificates of stock, &c., he has only to give to the plaintiff a bond that he will not remove such property out of the jurisdiction of the court, with intent to defraud the plaintiff, or assign it, &c., until the demand of the plaintiff shall be paid, or until three months after final judgment rendered against him. Such an instrument is generally too worthless to a plaintiff to be called a security. Whether the property shall be removed out of the jurisdiction of the court, or not, it is the same thing; for whenever the property consists of choses in action, the judgment and execution will not reach it; and a defendant is, so far as the law is concerned, entirely at ease.— He may retain the property of this character, or live upon it; in short, he can keep it perfectly beyond the control of the plaintiff,

except he shall, through the expensive and tedious process of a bill in chancery, seek relief. Small demands will not justify a party in going into that court.

The committee believe that it would be desirable to introduce into all our courts a power somewhat analagous to that of the court of chancery, in respect to their own executions. The exercise of this power they believe may be safely entrusted to all our courts of law, up to the extent of their jurisdiction, and that it will be the most effectual mode of punishing fraudulent debtors.

Another case will show the defects of this law in a point of view that is a subject of general complaint. Its provisions, so far as there is any means of punishing the fraudulent debtor, do not apply to justices' courts. A defendant may hold any amount of property consisting of notes, bills, bonds, judgments, stocks or other choses in action, and should a judgment be rendered against him in a justices' court, he cannot be coerced to pay it. This will at once strike the plainest understanding as at least an important omission. Perhaps the defective remedy that this law provides for the collection of debts within the jurisdiction of the justices' courts, has been more extensively appreciated than its effect upon larger demands. Having referred to some of the prominent defects of this law, it may be proper here to state the substance of the alterations which we propose.

First in order, and perhaps in importance, it is proposed to extend all the provisions of the law to justices' courts as well as to courts of record. We perceive no reason why a defendant should not be compelled to surrender his property or secure a small demand, as well as a large one.

It is proposed that wherever a judgment shall have been obtained against a person, and there shall be reasonable cause shown by the opposite party, that such debtor shall be compelled to answer under oath, as to his property and means of payment, and that for a refusal to answer, or to appropriate property that he may disclose, to the satisfaction of the judgment against him, that he shall then be imprisoned.

We believe that this provision, if adopted, will be found to be of great utility; and will, to some extent, answer the ends of the proceeding in chancery. It is proposed in justices' courts, to ex-

tend the remedy by attachment, giving it in most cases where, by the former law, a party was entitled to a warrant. It is believed that abuses of this process may be sufficiently guarded against, and that it will be found highly useful, and its proper introduction and use will go farther to produce public satisfaction towards the act which it is proposed to amend, than any other measure which could be adopted.

The committee believe that they do not attach too much consequence to the subject committed to their examination, when they remark that it has engrossed as much general attention as any other that comes before the Legislature; and that perhaps few higher duties rest upon us, so far as improvement in our laws are in question, than to amend this law so as render its provisions appropriate to its title.

The committee have prepared a bill which they ask leave to introduce.

STATE OF NEW-YORK.

No. 184.

IN ASSEMBLY,

January 31, 1835.

ANNUAL REPORT

**Of Isaac Leonard, an Inspector of Leather in the city
of Rochester.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

The inspector of leather for the city of Rochester respectfully reports, that he has inspected during the year ending on the 31st day of December, 1834, viz:

| Sides. | | Pounds. | Per lb. | Total value. |
|--------------|-------------------------------|---------------|------------|--------------------|
| 4,610 | sole leather, stamped good,.. | 42,873 | at 18 cts. | \$7,717 14 |
| 1,082 | “ stamped damaged,. | 15,478 | 15 | 2,321 70 |
| <u>5,692</u> | | <u>58,351</u> | | <u>\$10,038 84</u> |

Fees, \$227.68.

ISAAC LEONARD, *Inspector.*

Rochester, January 27, 1835.

STATE OF NEW-YORK.

No. 185.

IN ASSEMBLY,

February 7, 1835.

REPORT

Of the Secretary of State transmitting abstracts of the reports of the superintendents of the poor.

STATE OF NEW-YORK, }
SECRETARY'S OFFICE. }

Albany, 6th February, 1835.

TO THE LEGISLATURE.

The Secretary of State, in pursuance of the provisions of section seventy-nine of the second title of the twentieth chapter of part first of the Revised Statutes, has the honor to submit to the Legislature, abstracts of the reports of the superintendents of the poor in the several counties in the State.

The superintendents of all the organized counties, fifty-five in number, have made their reports as directed by law. The abstracts required from the Secretary of State, will be found in the accompanying tables, marked A, B, C and D.

By reference to abstract A, it will be perceived that the whole number of paupers relieved, or supported during the year, ending the 1st of December, 1834, was 32,798. Of this number, 30,418 were county, and 2,380 town, paupers. The aggregate expense of relieving and supporting the whole number was \$304,913.21. The whole number relieved and supported during the year, ending the 1st December, 1834, is 2,979 less than the whole number

[Assem. No. 185.]

relieved and supported during the preceding year; while the actual expense of such support and relief, has during the last year, been \$9,674.08 more than during the preceding.

By abstract B, it will appear that the sum of \$6,495.86 was paid for the transportation of paupers, \$11,847.37 to superintendents for their services; \$12,552.50 to overseers of the poor; \$3,595.23 to justices; \$21,243.84 to keepers and officers of the poor houses; and \$9,861.91½ to physicians for attendance and medicine; that the value of the labor of the paupers amounted to \$36,824.05; the amount saved in consequence of the labor of the paupers, \$22,697.31; and that the average expense of supporting each pauper at the poor-house, was \$39.78½ per annum, or 59½ cents per week. During the preceding year, the expense of supporting each pauper, was \$32.21 per annum, or 61½ cents per week.

By abstract C, it appears that there are attached to the poor houses 6,083½ acres of land, and that the aggregate value of all the poor-house establishments in the State, amounts to \$957,783.48; that the number of paupers received into the poor-houses during the year was 11,714; that there were born in the poor-houses during the same period 336; died 1,421; bound out 656; discharged 7,800; and that 966 absconded. The number of females in the poor-houses on the 1st December, 1834, was 2,930, and the number of males 3,384, total of both sexes 6,457. It will be perceived that the total number exceeds the number of males and females stated separately; but this disagreement will be explained by the fact, that in the report from Montgomery county, only the total number of persons in the poor-house is given. Of the number of persons relieved during the year, 5,686 were foreigners; 809 lunatics; 255 idiots, and 58 mutes.

By the table marked D, it will appear that there were in the poor-houses on the 1st December last, 2,187 children under sixteen years of age, of whom 1,825 were instructed an average period of eight months. In several counties, which have reported the period during which instruction has been given, the number of children instructed is not stated; and in several, which have reported the number of children instructed, the period of instruction is not given; so that in fact, the average period of instruction and the number of children instructed, are greater than appear by the reports.

The following forty counties have abolished the distinction between town and county poor, viz: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauque, Clinton, Columbia, Delaware, Dutchess, Erie, Essex, Franklin, Genesee, Greene, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Montgomery, New-York, Niagara, Oneida, Ontario, Orange, Orleans, Otsego, Putnam, Saratoga, Seneca, Steuben, St. Lawrence, Sullivan, Warren, Washington, Wayne, Westchester and Yates.

The following counties, fifteen in number, have not abolished the distinction between town and county poor, viz: Chenango, Cortland, Monroe, Onondaga, Oswego, Queens, Rensselaer, Richmond, Rockland, Schenectady, Schoharie, Suffolk, Tioga, Tompkins and Ulster.

All the counties in the State have erected poor-houses, with the exception of Queens, Rensselaer, Rockland and Suffolk. The counties of Cattaraugus and Steuben, have erected poor-houses during the last year.

It has already been observed that the actual amount paid for the relief and support of indigent persons during the last year, exceeds the amount paid for the same purposes during the preceding year, by the sum of \$9,674.08. This increased expenditure may be explained without impeaching the general economy of the system. Indeed, the whole difference may be accounted for by the fact, that in the city of New-York, although the number of paupers relieved and supported is 4,025 less than during the preceding year, the actual expenditure is only \$1,949.97 less. Under the head of remarks of supervisors, will be found a note from the superintendent of the alms-house, explaining the large diminution of the number of persons relieved and supported in the county of New-York, and the small diminution in the aggregate expense. It has been seen that the whole number of persons relieved and supported in all the counties in the State, is 2,979 less than it was during the preceding year; so that although the number in the city of New-York is materially diminished, the number in the other counties is 1,046 more than it was during the year 1883. The expense of the relief and support of that number would be nearly equal to the entire increase of expenditure during the year reported. If, therefore, the expense of the alms-house in the city of New-York, and what is termed the out-door relief, had been diminished in propor-

tion to the diminution of the number of paupers, the entire expenditure throughout the State would have been materially reduced. But any diminution in the expense of relieving families out of the alms-house, is not to be anticipated; nor can a diminution of the expense of that establishment be expected, as many of the principal items of expenditure are but little affected by a variation in the number of individuals supported.

It was stated in the last annual report of the Secretary of State, that many of the supervisors of the towns, in counties which had not abolished the distinction between town and county poor, had incurred the penalty of one hundred dollars by failing to make the report required by law, in relation to the expense of relieving and supporting paupers belonging to their respective towns. In July last, a circular was addressed to the supervisors of all the towns in the counties referred to, pointing out their duty, and the penalty to which they would be liable, if they should fail to perform it.—As was anticipated, the duty has been discharged, excepting in a very few instances. In all these cases, letters have been addressed during the last month to the supervisors in default, and so far as answers have been received, the omission has been satisfactorily accounted for. The assurance given in the last annual report, that the requirement of the statute, in this respect, would hereafter be complied with by the supervisors, is now repeated with confidence. It will be obvious, that the more general discharge of this duty by them during the last year, has had the effect of swelling in some degree, the aggregate amount of expenditure. Their reports are included in those of the superintendents, and every additional report has added something to the sum total.

It is a matter of complaint in several of the counties, that the expense of temporary relief is annually augmenting, and that it has not only become a very serious burden, but that it constitutes a very large portion of the whole expenditure. In a few of the counties bordering on the Canadian frontier, there is unquestionably some cause for the complaint, and it is very desirable that a remedy for the evil should be provided. The superintendents of Washington county have suggested an alteration in the existing plan, which will be found under the head of remarks of superintendents.—Should their suggestion be adopted, the distinction between town and county poor would, to a certain extent, be revived; and thus, independently of the inequality arising from local position, which

they propose to correct in extraordinary cases, by vesting a discretionary power in the board of supervisors, the principle which the adoption of the distinction referred to, was intended to establish, would again be abandoned.

It has also been suggested, as a more effectual method of reducing the expense of temporary relief, that the office of overseer of the poor should be abolished in those counties, in which the whole expense of relieving and supporting paupers is defrayed by the county, and their powers conferred on the justices of the peace of the town. The justices could doubtless discharge all the duties now performed by overseers of the poor without difficulty, and a large portion of the allowance made to the latter would be saved, as under the present system both the overseer and justice are frequently employed and compensated in cases, with regard to which the services of one of them would be sufficient.

The superintendents of Otsego county have some suggestions in relation to the power of overseers of the poor to institute suits in cases of bastardy, which are worthy of consideration. The superintendents have, by the act of 23d February, 1832, power to make such compromises and arrangements with the putative fathers of bastard children as they shall deem equitable and just; and it would seem proper, independently of the reasons suggested by the superintendents of Otsego county, that the power of prosecuting should reside in the same persons.

If the poor-house establishments are regulated by a strict regard to the principle of ministering only to the absolute wants of the necessitous, no good reason is perceived, why the number of persons relieved or supported in them should augment in a ratio greater than population. In order to guard against such an augmentation of the number of those who are dependent on them, care should be taken that the system may not hold out to any one the promise of greater ease and comfort than are ordinarily enjoyed by those who rely on their own labors for their support, and that it should provide unceasing employment for those who are able to work. If these principles are rigidly adhered to; if the poor establishments exact of their inmates as much manual exertion as a laboring man is compelled to perform to earn a subsistence; and if they yield such comforts only as are within the reach of persons in ordinary circumstances, there will be no temptation to in-

dividuals to abandon a sphere of independent industry for one, which presents to those who are dependent on it more or less of personal restraint.

During the last year, the counties of Jefferson, Lewis and Steuben, have abolished the distinction between town and county poor; and it is to be regretted, that all the counties have not conformed to the same uniform plan. Experience has satisfactorily shown, that the system adopted by forty counties is the most economical mode yet devised of supporting paupers by public law. The average annual expense of each person has been regularly diminishing, and there is reason to believe, as those who are charged with the management of the system become more familiar with it, that some further reduction of expense may be effected. During the last five years the annual cost of maintaining each pauper has been as follows, viz:

| | |
|---------------|---------|
| In 1830,..... | \$37 03 |
| 1831,..... | 33 28 |
| 1832,..... | 32 41½ |
| 1833,..... | 32 21 |
| 1834,..... | 30 78½ |

The actual value of the labor of the paupers exceeded, during the last year, the actual value during the preceding, by the sum of \$5,606.85; and if the amount saved in consequence of their labor is, as it would appear to be, \$972.74 less, still the superior productiveness of their industry during the last year is equal to \$4,634.11.

It will be perceived, by reference to abstract C, that of the whole number of persons relieved and supported during the year reported, 809 were lunatics. Last year the number was only 602. The actual increase is, therefore, more than one-third; a fact, which, while it presents strong ground for the apprehension that the cause may be found, in no inconsiderable degree, in the necessary augmentation of the number of cases where no curative process is attempted, will justify the Secretary of State in respectfully calling the attention of the Legislature to a brief reference to their condition in his last annual report.

JOHN A. DIX,
Secretary of State.

DOCUMENTS.

(A.)

ABSTRACT of the returns from the Superintendents of the Poor of the several counties, exhibiting the whole number of town and county paupers relieved or supported during the year ending Dec. 1, 1834, and the amount expended for their support.

| COUNTIES. | Whole number of paupers relieved or supported during the year ending Decem. 1, 1834. | Number of county paupers relieved or supported. | Number of town paupers relieved or supported. | Whole expense of support of county and town paupers, for the year ending Dec. 1, 1834. |
|------------------------|--|---|---|--|
| Albany, | 1134 | 1134 | .... | 9,502 56 |
| Allegany, | 92 | 92 | .... | 1,760 90 |
| Broome, | 83 | 83 | .... | 1,257 22 |
| Cattaraugus, | 102 | 102 | .... | 3,608 35 |
| Cayuga, | 278 | 278 | .... | 6,311 73 |
| Chautauque, | 107 | 107 | .... | 2,800 34 |
| Chenango, | 102 | 37 | 65 | 1,370 88 |
| Clinton, | 275 | 275 | .... | 4,411 85 |
| Columbia, | 600 | 600 | .... | 7,800 28 |
| Cortland, | 15 | 15 | .... | 1,001 29 |
| Delaware, | 126 | 126 | .... | 2,299 94 |
| Dutchess, | 663 | 663 | .... | 12,535 18 |
| Erie, | 300 | 300 | .... | 2,663 01 |
| Essex, | 130 | 130 | .... | 2,652 99 |
| Franklin, | 140 | 140 | .... | 1,156 62 |
| Genesee, | 264 | 264 | .... | 4,372 66 |
| Greene, | 285 | 285 | .... | 3,946 36 |
| Herkimer, | 242 | 242 | .... | 3,151 81 |
| Jefferson, | 541 | 153 | 388 | 5,473 63 |
| Kings, | 434 | 434 | .... | 4,160 35 |
| Lewis, | 70 | 15 | 55 | 1,614 51 |
| Livingston, | 119 | 119 | .... | 1,151 52 |
| Madison, | 244 | 244 | .... | 3,200 65 |

ABSTRACT OF RETURNS.—(CONTINUED.)

| COUNTIES. | Whole number of paupers relieved or supported during the year ending Decem. 1, 1834. | Number of county paupers relieved or supported. | Number of town paupers relieved or supported. | Whole expense of support of county and town paupers, for the year ending Dec. 1, 1834. |
|---------------------|--|---|---|--|
| Monroe, | 565 | 294 | 271 | 8,808 02 |
| Montgomery, | 286 | 286 | .... | 2,985 68 |
| New-York, | 18,549 | 18,549 | .... | 90,090 20 |
| Niagara, | 305 | 305 | .... | 3,109 67 |
| Oneida, | 370 | 370 | .... | 7,168 25 |
| Onondaga, | 358 | 240 | 188 | 2,760 00 |
| Ontario, | 272 | 272 | .... | 4,228 48 |
| Orange, | 526 | 526 | .... | 11,040 94 |
| Orleans, | 76 | 76 | .... | 2,001 30 |
| Oswego, | 396 | 168 | 228 | 4,437 95 |
| Otsego, | 332 | 332 | .... | 4,917 07 |
| Putnam, | 77 | 77 | .... | 1,851 00 |
| Queens, | 256 | 53 | 203 | 5,523 00 |
| Rensselaer, | 784 | 440 | 344 | 6,464 61 |
| Richmond, | 46 | 20 | 26 | 948 76 |
| Rockland, | 135 | 23 | 112 | 2,511 09 |
| Saratoga, | 274 | 274 | .... | 4,566 65 |
| Schenectady, | 195 | 145 | 50 | 1,853 14 |
| Schoharie, | 134 | 48 | 86 | 2,296 96 |
| Seneca, | 143 | 143 | .... | 1,073 16 |
| St. Lawrence, | 228 | 228 | .... | 5,767 34 |
| Steuben, | 224 | 224 | .... | 7,025 50 |
| Suffolk, | 187 | 4 | 183 | 4,847 35 |
| Sullivan, | 96 | 96 | .... | 2,027 47 |
| Tioga, | 107 | 107 | .... | 2,236 60 |
| Tompkins, | 229 | 111 | 118 | 2,726 95 |
| Ulster, | 279 | 146 | 133 | 3,091 20 |
| Warren, | 56 | 56 | .... | 2,351 28 |
| Washington, | 253 | 253 | .... | 5,196 77 |
| Wayne, | 182 | 182 | .... | 3,773 77 |
| Westchester, | 454 | 454 | .... | 8,000 87 |
| Yates, | 78 | 78 | .... | 1,029 00 |
| | 32,793 | 30,418 | 2,380 | \$304,913 21 |

(B.)

The following table shows the amount paid in the respective counties, for the transportation of paupers, to superintendents, overseers, justices, keepers, &c., and also the value of the labor of the paupers, the average cost of supporting each pauper for one year, and one week.

| COUNTIES. | Amount paid for transportation of paupers for the year ending December 1, 1834. | Allowance to superintendents. | Allowance made to overseers. | Allowance made to justices. | Allowance made to keepers and officers. | Actual value of the labor of the paupers. | Amount saved in consequence of labor of paupers. | Sum actually expended over and above the labor and earnings of the paupers, for each person during the year. | Actual weekly expense of keeping each person. | Allowance to physician. |
|-------------------|---|-------------------------------|------------------------------|-----------------------------|---|---|--|--|---|-------------------------|
| Albany,..... | ..... | \$500 00 | \$300 00 | ..... | \$636 00 | \$672 28 | \$5,000 00 | 29 38 | 58c. | \$110 00 |
| Allegany,..... | \$35 00 | 155 50 | 114 60 | \$78 25 | 305 00 | 175 00 | 250 00 | 26 00 | 50 | 22 00 |
| Broome,..... | 18 62 | 103 00 | 101 33 | 37 54 | 970 14 | ..... | ..... | 21 84 | 42 | 66 25 |
| Cattaraugus,..... | 17 95 | ..... | 36 36 | 16 35 | ..... | ..... | ..... | ..... | ..... | 640 88 |
| Cayuga,..... | 133 49 | 402 00 | 469 40 | 146 16 | 468 00 | ..... | 289 70 | 25 03 | 48.1 | |
| Chautauque,..... | 80 95 | 85 50 | 120 00 | 24 00 | 325 00 | 325 00 | 450 00 | 29 19 | 56.1 | |
| Chenango,..... | 54 32 | 88 00 | ..... | ..... | 350 00 | 308 64 | 308 64 | 20 80 | 40 | |
| Clinton,..... | 108 71 | 121 08 | 401 20 | ..... | 300 00 | 815 93 | 815 93 | 40 56 | 78 | 108 38 |
| Columbia,..... | 248 18 | 400 35 | 312 12 | 211 86 | 489 00 | 1,200 00 | 1,200 00 | 22 36 | 43 | 258 25 |
| Cortland,..... | ..... | 96 26 | 3 25 | 2 38 | 40 80 | ..... | ..... | ..... | ..... | 32 00 |
| Delaware,..... | 88 77 | 84 74 | 91 65 | 36 32 | 460 00 | 230 00 | 200 00 | 28 04 | 53.9 | 125 60 |

COUNTIES.

| COUNTIES. | Amount paid for transportation of paupers for the year ending December 1, 1834. | Allowance to superintendents. | Allowance made to overseers. | Allowance made to justices. | Allowance made to keepers and officers. | Actual value of the labor of the paupers. | Amount saved in consequence of labor of paupers. | Sums actually expended over and above the labor and earnings of the paupers, for each person during the year. | Actual weekly expense of keeping each person. | Allowance to physician. |
|-----------------------|---|-------------------------------|------------------------------|-----------------------------|---|---|--|---|---|-------------------------|
| Dutchess, | 182 97 | 619 00 | 502 03 | 166 92 | 600 00 | 1,500 00 | ..... | 28 60 | 55c. | 742 40 |
| Erie, | 137 02 | 246 00 | 412 18 | 46 83 | 400 00 | ..... | 719 12 | 28 44 | 54 7 | 139 70 |
| Essex, | 69 12 | 124 00 | 62 75 | 21 67 | 438 00 | 545 36 | 983 23 | 43 26 | 83.2 | 211 69 |
| Franklin, | 66 25 | 57 00 | 104 71 | 28 78 | 350 00 | 200 00 | 200 00 | 15 08 | 29 | 45 00 |
| Genesee, | 156 89 | 150 00 | 403 65 | 123 20 | 300 00 | 300 00 | 500 00 | 31 71 | 61 | 150 00 |
| Greene, | 150 00 | 200 00 | 383 43 | 123 76 | 400 00 | 846 34 | 846 34 | 25 41 | 48.9 | |
| Herkimer, | 65 87 | 100 00 | 122 09 | 54 72 | 338 75 | 135 37 | 135 37 | 19 73 | 37.9 | 305 00 |
| Jefferson, | 73 50 | 133 25 | 383 21 | 101 03 | 469 00 | 75 00 | 75 00 | 37 12 | 71.4 | 263 93 |
| Kings, | 19 88 | 600 00 | 213 50 | 12 50 | 416 00 | 500 00 | 1,000 00 | 25 84 | 49.7 | 100 00 |
| Lewis, | 7 56 | 60 00 | 71 18 | 3 50 | 300 00 | 75 00 | 75 00 | 24 44 | 47 | 147 78 |
| Livingston, | 37 63 | 115 00 | 90 64 | 27 24 | 322 50 | ..... | ..... | 33 52 | 64.5 | 194 45 |
| Madison, | 100 03 | 150 00 | 150 00 | 64 03 | 400 00 | 220 00 | ..... | ..... | ..... | 219 68 |
| Monroe, | 156 80 | 230 31 | 517 39 | 153 17 | 450 00 | 425 00 | 700 00 | 31 30 | 60.2 | 713 97 |
| Montgomery, | 114 53 | 319 00 | 370 32 | 174 13 | 500 00 | 250 00 | 500 00 | 31 84 | 42 | |
| New-York, | 1,760 25 | 1,600 00 | ..... | ..... | 862 31 | 20,786 00 | ..... | 51 06 | 98.2 | |
| Niagara, | 293 41 | 328 00 | 402 60 | 215 33 | 600 00 | 1,000 63 | 1,000 63 | 25 97 | 49.9 | 854 95 |
| Oneida, | 229 00 | 307 00 | 1,932 00 | 150 00 | 815 00 | ..... | ..... | 19 37 | 37.2 | |

| | | | | | | | | | | |
|---------------------|----------|-----------|-----------|----------|-----------|-----------|-----------|-------|-------|----------|
| Onondaga, | 252 28 | 297 12 | ..... | ..... | 659 00 | ..... | 250 00 | 30 00 | 57.7 | 250 00 |
| Ontario, | 81 50 | 120 00 | 336 04 | 68 60 | 300 00 | 1,000 00 | 1,500 00 | 28 61 | 55 | 592 64 |
| Orange, | 293 41 | 328 00 | 402 60 | 215 83 | 600 00 | 1,063 00 | 1,063 00 | 25 97 | 49.9 | 854 95 |
| Orleans, | 40 00 | 210 00 | 111 50 | 45 00 | 625 00 | 50 00 | 15 00 | 36 40 | 70 | 100 00 |
| Oswego, | 115 32 | 245 00 | 297 53 | 48 50 | 300 00 | 295 50 | 512 35 | 43 37 | 83.4 | 233 07 |
| Otsego, | 78 44 | 288 10 | 302 12 | 141 29 | 350 00 | 300 00 | 550 00 | 28 92 | 46 | 183 00 |
| Putnam, | 3 25 | 63 75 | 194 89 | 18 00 | 300 00 | 475 00 | 325 00 | 27 04 | 52 | |
| Queens, ..... | ..... | ..... | 339 00 | 167 00 | ..... | ..... | ..... | ..... | ... | 809 00 |
| Rensselaer, | 59 21 | 400 00 | 334 51 | 6 86 | 600 00 | ..... | ..... | ..... | ..... | 167 61 |
| Richmond, | 10 75 | 11 00 | ..... | 1 00 | 220 00 | ..... | ..... | 51 70 | 99.4 | 20 00 |
| Rockland, ..... | ..... | 56 50 | 74 74 | 16 75 | ..... | ..... | ..... | ..... | ..... | 134 14 |
| Saratoga, | 149 49 | 110 00 | ..... | ..... | 616 57 | 500 00 | 500 00 | 33 33 | 64.1 | 125 00 |
| Schenectady, .. | 15 00 | 45 00 | 82 50 | 104 86 | 600 00 | ..... | ..... | 27 03 | 52 | 100 00 |
| Schoharie, | 37 41 | 37 00 | 158 41 | 34 44 | ..... | ..... | ..... | 36 40 | 79 | 99 06 |
| Seneca, | 78 00 | 135 80 | 72 84 | 7 00 | 325 00 | 60 00 | 75 00 | 38 32 | 73.7 | 106 66 |
| St. Lawrence, | 166 00 | ..... | 205 97 | 34 51 | 250 00 | 424 00 | 424 00 | 27 56 | 53 | |
| Steuben, | 100 00 | 625 50 | 125 00 | 75 00 | ..... | ..... | ..... | 31 35 | 60.3 | 375 00 |
| Suffolk, ..... | ..... | 15 00 | 124 07 | 39 94 | 19 75 | ..... | ..... | ..... | ..... | 90 31 |
| Sullivan, | 67 60 | 164 00 | 70 00 | 35 00 | 295 87 | ..... | ..... | 44 14 | 84.9 | |
| Tioga, | 51 00 | 220 50 | 100 66 | 48 77 | 250 00 | 100 00 | 100 00 | 44 22 | 85 | 85 00 |
| Tompkins, | 70 19 | 176 58 | 102 64 | 20 43 | 508 15 | 100 00 | 100 00 | 33 44 | 64.3 | 114 44 |
| Ulster, ..... | ..... | 257 33 | ..... | ..... | 530 00 | 350 00 | ..... | 21 92 | 42.2 | |
| Warren, ..... | ..... | ..... | ..... | ..... | 275 00 | 150 00 | 150 00 | 30 35 | 58.3 | |
| Washington, | 136 20 | 200 00 | 575 17 | 131 57 | 400 00 | ..... | 450 00 | 26 21 | 50.2 | 100 00 |
| Wayne, | 51 50 | 160 00 | 195 71 | 70 65 | 584 00 | 381 00 | 634 00 | 34 17 | 65.7 | 420 77 |
| Westchester, | 209 12 | 213 00 | 200 00 | 200 00 | 550 00 | 1,000 00 | 800 00 | 29 90 | 57.5 | |
| Yates, | 23 50 | 83 50 | 75 00 | 50 00 | 240 00 | ..... | ..... | 46 28 | 89 | |
| | 6,495 86 | 11,847 37 | 12,552 59 | 3,595 23 | 21,243 84 | 36,824 05 | 22,697 31 | 30 78 | 59.2 | 9,861 91 |

(C.)

| COUNTIES. | Acres of land attached to poor-house. | Value of poor-house establishment. | No. of paupers received into the poor-house during the year. | Born in the poor-house during the year. | Died during the year. | Bound out during the year. | Discharged during the year. | Absconded during the year. | Number of persons in the poor-house, Dec. 1, 1834. | | | Of the persons relieved or supported during the year, there were, | | | |
|--------------------|---------------------------------------|------------------------------------|--|---|-----------------------|----------------------------|-----------------------------|----------------------------|--|--------|--------|---|-----------|---------|--------|
| | | | | | | | | | Females. | Males. | Total. | Foreigners. | Lunatics. | Idiota. | Mutes. |
| | | | | | | | | | | | | | | | |
| Albany, | 60 | 27,000 00 | 724 | 23 | 91 | 39 | 607 | ... | 128 | 126 | 254 | 756 | 24 | 6 | 1 |
| Allegany, | 183 | 5,500 00 | 49 | 5 | 3 | 3 | 35 | 3 | 22 | 28 | 45 | 5 | 9 | 3 | 2 |
| Broome, | 130 | 4,000 00 | 50 | 1 | 2 | 6 | 10 | 13 | 13 | 8 | 21 | 4 | 2 | 3 | |
| Cattaraugus, | 200 | 3,000 00 | ... | ... | ... | ... | ... | ... | ... | ... | 16 | ... | ... | ... | |
| Cayuga, | 83 | 5,000 00 | 208 | 3 | 13 | 15 | 157 | 20 | 33 | 37 | 70 | 48 | 8 | 10 | 1 |
| Chautauque, . . . | 90 | 6,081 00 | 45 | 4 | 7 | 3 | 33 | 2 | 19 | 93 | 42 | 4 | 3 | 3 | 1 |
| Chenango, | 173 | 4,500 00 | 57 | 4 | 6 | ... | 40 | ... | 32 | 29 | 61 | 16 | 6 | 7 | |
| Clinton, | 90 | 4,021 00 | 259 | 5 | 17 | 16 | 157 | ... | 36 | 38 | 69 | 184 | 5 | 4 | 2 |
| Columbia, | 200 | 14,200 00 | 256 | 11 | 20 | 27 | 125 | 71 | 78 | 116 | 194 | 22 | 8 | ... | |
| Cortland, | ... | ... | ... | ... | 1 | 8 | ... | 1 | 7 | 8 | 15 | 1 | 1 | 1 | |
| Delaware, | 102 | 5,000 00 | 68 | 2 | 6 | 8 | 50 | 7 | 30 | 94 | 54 | 12 | 6 | 4 | |
| Dutchess, | 107 | 17,500 00 | 500 | 12 | 35 | 33 | 801 | 131 | 63 | 107 | 170 | 169 | 9 | 7 | |
| Erie, | 80 | 12,794 63 | 263 | 8 | 10 | 11 | 222 | 19 | 24 | 25 | 49 | 144 | 8 | 2 | 1 |
| Essex, | 100 | 4,000 00 | 82 | 3 | 4 | 10 | 46 | 4 | 31 | 26 | 57 | 19 | 9 | 3 | |
| Franklin, | 106 | 1,600 00 | 123 | 3 | 5 | 4 | 34 | 36 | 39 | 27 | 66 | 51 | 4 | ... | |
| Genesee, | 120 | 4,000 00 | 184 | 2 | 9 | 6 | 77 | 3 | 42 | 53 | 95 | 31 | 10 | 15 | 2 |
| Greene, | 111 | 5,000 00 | 134 | 1 | 12 | 10 | 83 | 61 | 56 | 66 | 122 | 40 | 5 | 8 | 2 |

| | | | | | | | | | | | | | | | |
|---------------------|------|------------|-------|-----|-----|-----|-------|-----|-----|-------|-------|-------|-----|-----|-----|
| Herkimer, | 25 | 1,500 00 | 142 | 1 | 6 | 17 | 40 | 85 | 45 | 19 | 64 | 10 | 8 | 2 | 1 |
| Jefferson, | 100 | 7,500 00 | 178 | 3 | 2 | 4 | 105 | 2 | 36 | 33 | 69 | 30 | 4 | ... | 1 |
| Kings, | 70 | 16,836 35 | 298 | 5 | 27 | 7 | 199 | 21 | 85 | 95 | 180 | 168 | 7 | 3 | ... |
| Lewis, | 55 | 2,600 00 | 11 | ... | 3 | 1 | 4 | 2 | 8 | 11 | 19 | 3 | 3 | 4 | ... |
| Livingston, | 136 | 7,000 00 | 63 | 2 | 9 | 2 | 47 | 10 | 17 | 34 | 51 | 18 | 2 | 1 | ... |
| Madison, | 134 | 4,603 50 | 125 | 3 | 10 | 13 | 80 | ... | 27 | 46 | 73 | 43 | 15 | 1 | ... |
| Monroe, | 47 | 4,600 00 | 197 | 4 | 8 | 3 | 104 | 19 | 31 | 48 | 79 | 97 | 7 | 2 | ... |
| Montgomery, | 150 | 7,000 00 | 178 | 25 | 13 | 37 | 118 | 18 | ... | ... | 118 | 84 | 7 | 12 | ... |
| New-York, | 250 | 625,000 00 | 3,986 | 96 | 730 | 197 | 2,975 | 120 | 877 | 1,100 | 1,977 | 2,093 | 428 | 12 | ... |
| Niagara, | 94 | 7,000 00 | 153 | 1 | 13 | 7 | 104 | 21 | 21 | 38 | 54 | 115 | 4 | 6 | ... |
| Oneida, | 115 | 7,000 00 | 320 | 7 | 9 | 12 | 146 | 8 | 105 | 75 | 180 | 48 | 26 | 5 | ... |
| Onondaga, | 140 | 5,500 00 | 261 | 3 | 21 | 8 | 170 | 21 | 30 | 62 | 92 | 83 | 11 | 5 | ... |
| Ontario, | 212 | 13,000 00 | 100 | 4 | 15 | 10 | 51 | 38 | 32 | 26 | 58 | 32 | 5 | 11 | ... |
| Orange, | 158 | 13,500 00 | 297 | 15 | 39 | 30 | 132 | 24 | 148 | 168 | 316 | 102 | 24 | 16 | ... |
| Orleans, | 934 | 6,500 00 | 68 | 2 | 2 | 9 | 28 | 11 | 8 | 10 | 18 | 9 | 1 | 4 | ... |
| Oswego, | 614 | 3,772 00 | 84 | ... | 5 | 6 | 60 | 6 | 20 | 20 | 40 | 48 | 1 | 1 | ... |
| Otsego, | 157 | 10,225 00 | 96 | 7 | 9 | 18 | 86 | 2 | 54 | 34 | 88 | 21 | 10 | 8 | ... |
| Putnam, | 196 | 7,750 00 | 13 | ... | 1 | 5 | 10 | 1 | 24 | 31 | 55 | 8 | 3 | 5 | ... |
| Queens, | ... | ... | ... | ... | ... | ... | ... | ... | 72 | 76 | 148 | 23 | 1 | ... | ... |
| Rensselaer, | ... | ... | 514 | 20 | 41 | 39 | 344 | 10 | 120 | 133 | 253 | 410 | 25 | 1 | ... |
| Richmond, | 96 | 5,000 00 | 28 | 2 | 8 | ... | 7 | 11 | 7 | 11 | 18 | 8 | 2 | 3 | ... |
| Rockland, | ... | ... | ... | ... | ... | ... | ... | ... | 31 | 47 | 78 | ... | 2 | 1 | ... |
| Saratoga, | 178 | 7,000 00 | 136 | 7 | 21 | 10 | 102 | 12 | 66 | 72 | 138 | 70 | 10 | 13 | ... |
| Schenectady, | 90 | 3,000 00 | 145 | 4 | 12 | 6 | 145 | 6 | 16 | 34 | 50 | 110 | 2 | 2 | ... |
| Schoharie, | 104 | 2,000 00 | 47 | 5 | 12 | 1 | 26 | ... | 27 | 10 | 37 | 5 | 1 | ... | ... |
| Seneca, | 1264 | 5,500 00 | 116 | 3 | 15 | 18 | 55 | 37 | 7 | 13 | 20 | 25 | 4 | ... | ... |
| St. Lawrence, | 80 | 2,000 00 | 228 | 7 | 19 | 21 | 110 | 5 | 42 | 36 | 78 | 171 | 8 | 1 | ... |
| Steuben, | 132 | 5,700 00 | ... | ... | 14 | 9 | 13 | 14 | ... | ... | ... | 10 | 6 | 3 | ... |

| COUNTIES. | Acres of land attached to poor house. | Value of poor-house establishment. | No. of paupers received in- to the poor-house during the year. | Born in the poor-house during the year. | Died during the year. | Bound out during the year. | Discharged during the year. | Absconded during the year. | Number of persons in the poor-house, Dec. 1, 1834. | | | Of the persons relieved or supported during the year, there were, | | | | |
|--------------------|---------------------------------------|------------------------------------|--|---|-----------------------|----------------------------|-----------------------------|----------------------------|--|--------|--------|---|-----------|---------|--------|--|
| | | | | | | | | | Females. | Males. | Total. | Foreigners. | Lunatics. | Idiots. | Mutes. | |
| Suffolk, ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 61 | 43 | 104 | 1 | 12 | 6 | 4 | |
| Sullivan, | 100 | 2,000 00 | 14 | 2 | 2 | ..... | 12 | ..... | 7 | 12 | 19 | 10 | 3 | 2 | | |
| Tioga, | 50 | 1,000 00 | 54 | 1 | 4 | 8 | 27 | 1 | 4 | 11 | 15 | 8 | .... | 1 | | |
| Tompkins, | 100 | 5,200 00 | 82 | 4 | 8 | 3 | 75 | 11 | 16 | 18 | 34 | 41 | 1 | 1 | 2 | |
| Ulster, | 148 | 7,000 00 | 124 | 4 | 27 | 4 | 96 | 14 | 51 | 59 | 110 | 21 | 9 | 15 | 1 | |
| Warren, | 200 | 2,000 00 | 13 | .... | 7 | .... | 6 | 1 | 22 | 21 | 43 | .... | 2 | 2 | | |
| Washington, | 140 | 8,500 00 | 131 | 3 | 29 | 2 | 112 | 18 | 45 | 47 | 92 | 50 | 13 | 9 | | |
| Wayne, | 150½ | 7,000 00 | 115 | 3 | 4 | 44 | 63 | 15 | 24 | 32 | 56 | 24 | 4 | 5 | 2 | |
| Westchester, | 135 | 18,500 00 | 251 | 8 | 30 | 12 | 127 | 56 | 82 | 126 | 208 | 160 | 12 | 14 | 2 | |
| Yates, | 125 | 4,000 00 | 45 | 3 | ..... | 4 | 44 | 5 | 18 | 7 | 25 | 21 | 9 | 2 | 1 | |
| | 6,083½ | 959,783 48 | 11,714 | 336 | 1,421 | 656 | 7,800 | 986 | 2,939 | 3,384 | 6,457 | 5,686 | 809 | 255 | 58 | |

(D.)
The following table shows the number of children in the poor-houses under 16 years of age, and the number instructed during the year.

| COUNTIES. | Females under 16. Dec. 1. | Males under 16. Dec. 1. | Total of both sexes. | Number instructed during year. | Time of instruction. |
|-------------------|---------------------------|-------------------------|----------------------|--------------------------------|------------------------------|
| Albany,..... | 77 | 71 | 148 | 57 | 12 months. |
| Allegany,..... | 7 | 8 | 15 | 5 | 6 " at district school. |
| Broome,..... | 13 | 8 | 21 | 4 | 4 " at " " |
| Cattaraugus,..... | ..... | ..... | ..... | ..... | Poor-house just established. |
| Cayuga,..... | ..... | ..... | ..... | ..... | No instruction reported. |
| Chautauque,..... | 4 | 8 | 12 | 23 | 6 months. |
| Chenango,..... | ..... | ..... | ..... | ..... | No instruction reported. |
| Clinton,..... | 11 | 9 | 20 | 52 | 6 months. |
| Columbia,..... | 21 | 41 | 62 | 60 | 12 " " |
| Cortland,..... | ..... | ..... | ..... | ..... | No instruction reported. |
| Delaware,..... | 6 | 4 | 10 | ..... | " " " |
| Dutchess,..... | 17 | 22 | 39 | 32 | 12 months. |
| Erie,..... | 10 | 14 | 24 | 40 | 3 " " |
| Essex,..... | 13 | 14 | 27 | 32 | 7 " " |
| Franklin,..... | 21 | 15 | 36 | 40 | 8 " " |
| Genesee,..... | 21 | 22 | 43 | 43 | 6 " " |
| Greene,..... | 13 | 25 | 38 | 45 | 11 " " |
| Herkimer,..... | 5 | 5 | 10 | ..... | Children all bound out. |
| Jefferson,..... | 15 | 13 | 28 | 28 | 6 months. |

| COUNTIES. | Females under 16. Dec. 1. | Males under 16. Dec. 1. | Total of both sexes. | Number in- structed du- ring year. | Time of instruction. |
|------------------|---------------------------------|-------------------------------|-------------------------|--|--|
| Kings,..... | 39 | 57 | 96 | 30 | 12 months. |
| Lewis,..... | 2 | 5 | 7 | 2 | 6 " |
| Livingston,..... | 5 | 10 | 15 | 15 | 3 " |
| Madison,..... | ..... | ..... | ..... | ..... | Children sent to school, time not mentioned. |
| Monroe,..... | 11 | 12 | 23 | 32 | 8 months. |
| Montgomery,..... | 30 | 34 | 64 | ..... | No instruction reported. |
| New-York,..... | 240 | 476 | 716 | 788 | 12 months. |
| Niagara,..... | 10 | 13 | 23 | 27 | 12 " |
| Oneida,..... | 27 | 31 | 58 | 30 | 12 " |
| Onondaga,..... | 12 | 16 | 28 | 37 | 10 " |
| Ontario,..... | 9 | 5 | 14 | 14 | 6 " |
| Orange,..... | 54 | 60 | 114 | 90 | 12 " |
| Orleans,..... | 4 | 2 | 6 | 6 | 8 " sent to district school. |
| Oswego,..... | 8 | 11 | 19 | 35 | 8 " |
| Otsego,..... | 23 | 34 | 57 | 57 | 6 " |
| Putnam,..... | 13 | 17 | 30 | ..... | No instruction reported. |
| Queens,..... | ..... | ..... | ..... | ..... | No poor-house. |
| Rensselaer,..... | 33 | 37 | 70 | ..... | School kept ten months. |
| Richmond,..... | ..... | 3 | 3 | 1 | 8 months. |
| Rockland,..... | ..... | ..... | ..... | ..... | No poor-house. |
| Saratoga,..... | 12 | 27 | 39 | 50 | 12 months. |
| Schoharie,..... | 13 | 5 | 18 | 4 | 6 " sent to district school. |

| | 6 | 11 | 17 | 30 | 4 months. 8 " No instruction reported. Poor-house just established. No poor-house. Sent to district school. Instructed at poor-house. Teacher employed, time not reported. 12 months. 6 " 12 " 7 " No instruction reported. Instructed in poor-house. |
|---------------------|------------|--------------|--------------|--------------|--|
| Schenectady, | 6 | 11 | 17 | 30 | |
| Seneca, | 4 | 2 | 6 | 10 | |
| St. Lawrence, | 13 | 18 | 31 | ..... |  |
| Steuben, ..... | ..... | ..... | ..... | ..... |  |
| Suffolk, ..... | ..... | ..... | ..... | ..... |  |
| Sullivan, | 2 | 5 | 7 | 3 | |
| Tioga, ..... | ..... | 1 | 1 | 1 | |
| Tompkins, | 6 | 9 | 15 | ..... |  |
| Ulster, | 21 | 15 | 36 | 15 | |
| Warren, | 8 | 7 | 15 | 15 | |
| Washington, | 18 | 22 | 40 | 33 | |
| Wayne, | 9 | 12 | 21 | 30 | |
| Westchester, | 21 | 35 | 56 | ..... |  |
| Yates, | 6 | 3 | 9 | 9 | |
| Total | 913 | 1,274 | 2,187 | 1,825 | General average, 8 months. |

(E.)

*Remarks of Superintendents, accompanying their annual reports.***ESSEX.**

I enclose you the report of the superintendents of the poor. The cause of detention beyond the regular time was owing to the sickness of one of the superintendents, and the difficulty in making the report from the manner the books and papers have been kept. The report varies materially from the report of last year, although the actual expense of the poor-house has been less.

KINGS.

We would again call the attention of the Secretary to the necessity of having the law so amended as to regulate the amount to be allowed to justices of the peace, where temporary relief is required, for taking examinations of paupers. In some of our towns, the justice frequently issues, during the inclement season of the year, from two to fifteen orders per day, and in auditing said accounts there appears to be no stipulated sum in the statute whereby we can be governed; and likewise, that some severe punishment should be inflicted for inveighling away servants, which is too often the case, from their masters, after being bound by the superintendents of the poor.

NEW-YORK.*Bellevue, Feb. 1835.*

Gen. Dix,

Dear sir—I have the honor to acknowledge the receipt of your communication. In answer, I state that the out-door poor, both in 1833 and 1834, were included in Mr. Cox's as well as in my own report. "The great diminution" is owing to the number estimated in each family.

The commissioners reported, through their agent, that they had supported or relieved 2,573 out-door families in 1834, averaging five to each family, (whole number relieved 12,865.) I also learn that the average to each family in 1833 was seven. You will readily perceive this will account for the diminution.

The number of children who have received instruction in the poor-house in the last year is 788. Six hours each day is the usual time the children are instructed, and five days in each week; there is no school on Saturdays. There are 403 who are receiving instruction at this time.

If there should be any other information in my power to give, it would afford me great pleasure to do so.

I have the honor to be,

Very respectfully,

L. W. STEVENS.

ONONDAGA.

The superintendents would remark to the Secretary that they are not in possession of the necessary information to enable them to make any other average of the expense of keeping paupers, excepting those kept at the poor-house. Reports from all the supervisors in the county, excepting two, have been received by the superintendents. The most of these reports are informal and very imperfect, as will appear from the abstract accompanying this report, and may probably be accounted for in consequence of the neglect or inability of the overseers of poor to furnish the supervisors with the necessary data to enable them to comply with the statute.

OSWEGO.

The report is from the first of October, 1833, to the first of October, 1834, and the reason is that the reports of the preceding superintendents have been made in that way every year since the poor-house has been established, and if we had reported from the first of October, 1833, to the first of December, 1834, there would be two months not reported, and for that reason the report is made as the former reports have been. The incorrectness of the books and the bad arrangement of the establishment, has prevented us from reporting with that exactness that may be expected. Most of the items are correct, and the whole as full and correct as we are able to make from the information within our power.

OTSEGO.

The superintendents would suggest the propriety of amending the law for the support of bastards.

The power given to the overseers of the poor to prosecute is often, and we think generally, exercised without judgment or discretion. This officer is selected at town-meetings without regard to capacity or energy of character. Such men are easily operated upon by the friends of the girl, or by those who are interested in making up a bill of costs.

These observations are the result of the experience we have had during the two last years in this county. The costs paid in the county the last year in cases of this kind instituted by overseers of the poor, and in which judgments for costs were rendered against them, amounts to \$322, and not much less the year before. In no instance was there a successful prosecution. While the superintendents, by the exercise of the power to settle cases of this kind, have fully secured to the county all expense incurred, or which may occur, by sufficient bonds of indemnity.

The plan which suggests itself to our minds as most likely to save costs and protect the interests of the public, is, to take from the overseers the power of prosecuting in any case, and require them only to report the complaint to one of the superintendents; and also to give to one of the superintendents the power to act alone.

QUEENS.

The superintendents of the poor of Queens county, in pursuance of the provisions of the Revised Statutes, respectfully report to the Secretary of State, that the above abstract of the reports received from the supervisors of the several towns, with the additional abstract from the books of the superintendents, form the best exhibit of the state of pauperism in this county which it is in their power to make, under the complicated mode pursued by our authorities in supporting the poor, which probably differs from every thing ever thought of by the Legislature when the act was passed and the forms of the reports adopted. We have no poor-house nor place provided for keeping the county poor, and are under the necessity of hiring board for them at a stipulated price per week. The overseers of the poor, with one exception, annually contract with individuals, who support all the poor of the town for a sum agreed upon, and the overseers subsequently do little than examine a pauper and send him to the contractor, who then provides for him at his own expense, and is under no obligation to render any account of the pauper's age, birth, description or condition; and hence the supervisor of the town is never furnished with the necessary materials for making the reports required by law, nor can there ever be any thing like order, discipline, economy or improvements in the interesting subject of pauperism, until a better and more uniform system of providing for the wants, correcting the vicious habits, and improving the degraded morals of this truly unfortunate class of beings, shall be devised by the Legislature and coerced or otherwise brought into general use.

SARATOGA.

The superintendents remark that the within statement refers exclusively to the support of the paupers in the poor-house, and includes one full year, from the 12th of Nov. 1833, to the 11th Nov. 1834. As our year of accounting to the supervisors expires at their meeting on the second Monday in November of each year, it would cause us immense labor to ascertain the precise expense up to the first of December. As respects the expenses for temporary relief in the several towns and compensation to overseers of poor and justices, we never have been able to obtain the necessary returns in time to state the precise amount, but from the accounts already audited, the whole will not vary materially from \$1,000. Of the whole number of persons who have received temporary relief we are not able to state with certainty. In making the within estimate of expenses of supporting the paupers in the poor-house, the interest on the whole estimated value of the establishment is included, at seven per cent.

SENECA.

Of the fifteen deaths at the poor-house, eight were by cholera.

STEUBEN.

The board of supervisors of this county resolved at their annual session last year to abolish the distinction between town and county poor, and directed the superintendent to purchase a farm and build a poor-house, &c. for the poor. This has been done, and the house is now ready, and a keeper has been appointed, and the poor are being brought in. In the last year they have been farmed out on contract or otherwise, about the county; now they have a good home.

WASHINGTON.

A few years since and the expense of supporting that class of our poor relieved out of the poor-house on the order of justices was comparatively trifling, and constituted but a small part of our poor tax. In 1833, it had amounted to near \$2,000, and for the current year it exceeds \$3,000. For this we are unable to account on the score of increase, either in the number of our paupers or the violence of disease. There is no doubt that the number of foreigners coming into the State by the way of Lake Champlain is greater the present than the past year, but this by no means corresponds with the enormous amount paid by us for their support. In common with our board of supervisors, we entertain on this subject much anxiety, and have given to it a careful and attentive consideration, and in view of the whole subject we do not hesitate to express our strong conviction that an alteration of the poor laws as respects this county will alone afford effectual relief. All charges for the support of poor are known to be a tax on the county, but almost all these charges are made under the direction of overseers—men who entertain no feeling of accountability to the county, in whose service they are wholly engaged, but only to the town which elects them; and our experience shows that the duties of a public trust are always most faithfully performed when the agent's accountability to the principal is most immediate. In order to effect this, a change of one feature of the law would seem necessary. Require each town to defray the expense of pauperism occurring in it until the pauper shall be in the act of being removed to the poor-house; let the expense of removal and all the expense of support at the poor-house continue to be a county charge; let the charges made in the town be presented to the town auditors and be a tax on the town, and the fidelity of the disbursing officer, the overseer of poor, is effectually secured.

In most of our towns, not particularly exposed to pauperism, the tax would not be in any way oppressive, and in the course of a series of years, not materially unequal. In some of our frontier towns peculiarly exposed to the influx of foreigners and other causes of pauperism, the proposed alteration might operate oppressively. To obviate this, give to the board of supervisors the power of reimbursing the expense of any such town, either in whole or in part, as the necessity of the case and their sense of justice may require.

STATE OF NEW-YORK.

No. 186.

IN ASSEMBLY,

January 31, 1835.

ANNUAL REPORT

**Of the Trustees of the Seamen's Bank for Savings, in
the city of New-York.**

New-York, 23d Jannary, 1835.

SIR—

In conformity with the law incorporating the Seamen's Bank for Savings, I herewith enclose to you, for the information of the Legislature, the annual report of the same.

I am, very truly and respectfully yours,

BENJ. STRONG, Pres't.

*To the honorable the Speaker
of the Assembly.*

STATE OF NEW-YORK.

No. 187.

IN ASSEMBLY,

February 2, 1835.

ANNUAL REPORT

Of James Nelson, an Inspector of Lumber for the city and county of New-York.

THE HONORABLE CHARLES HUMPHREY,
Speaker of the Assembly.

SIR—

In pursuance of the act of the Legislature of this State, I have the honor of herewith transmitting to you, for the use of the Legislature, a report, shewing the quantity and value of the lumber inspected by me as one of the inspectors of lumber in and for the city and county of New-York, for the year immediately preceding the 1st day of January, inst., together with the amount of the fees and emoluments derived from my said office of inspector of lumber.

I have the honor to be,
Very respectfully,
Your ob't servant,
JAMES M. NELSON.

Schedule of the quantity, quality and value of lumber inspected by James M. Nelson, in and for the city and county of New-York, from the 1st day of January to the 31st day of December, in the year 1834, inclusive, together with his fees for inspecting the same.

| Feet. | Per M. | Total value. |
|---|---------------|---------------------|
| 1,611,229 pine plank and boards,..... | \$20 | \$32,224' 45 |
| 755,375 pine house timber and scantling, | 14 | 10,575 25 |

Carried forward. \$

| Feet. | Amount brought forward. \$ | Total value. |
|--|----------------------------|---------------------|
| 436,264 spruce timber and scantling,.. | \$12 per M. | 5,235 16 |
| 126,745 hemlock timber,..... | 10 | 1,267 45 |
| 153,269 plane maple joist, &c..... | 15 | 2,299 03 |
| 65,248 curled and specked maple,.... | 60 | 3,914 88 |
| 676,426 # white wood boards,..... | 16 | 10,822 81 |
| 122,342 white wood chair plank,..... | 40 | 4,893 68 |
| 135,342 1 inch bass wood boards,..... | 9 | 1,218 07 |
| 103,210 oak plank and boards,..... | 18 | 1,857 78 |
| 150,322 ash " " | 18 | 2,705 79 |
| 38,536 cedar boards,..... | 20 | 770 72 |
| 74,647 cherry boards and plank,..... | 25 | 1,868 17½ |
| 35,265 black walnut,..... | 30 | 1,057 95 |
| 2,675 cubic feet locust timber,..... | 75 cts. | 250 78 |
| <u>4,486,895</u> | | <u>\$80,979 97½</u> |

Fees, \$1,242.50

IN ASSEMBLY,

January 31, 1835.

ANNUAL REPORT

**Of Robert Usher, an Inspector of Beef and Pork in
the city of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

Return of provisions inspected by Robert Usher, an inspector of
beef and pork in the city of New-York, from December 31st,
1833, to 31st December, 1834.

| | |
|--------------------------------|-----------|
| 834 bbls. mess beef,..... | worth \$9 |
| 941 bbls. prime beef,..... | 6 |
| 47 bbls. not branded beef..... | 3 |
| 657 bbls. mess pork,..... | 12 |
| 474 bbls. prime pork,..... | 9 |
| 85 bbls. not branded,..... | 7 |

\$,028

The whole amounting to \$25,948.00.

No. 189.

IN ASSEMBLY,

February 11, 1835.

REPORT

Of the committee on the incorporation and alteration of the charters of banking and insurance companies, in relation to the Safety Fund banks.

Mr. Wilkinson, from the committee on the incorporation and alteration of the charters of banking and insurance companies, to which were severally referred the resolution of the Assembly of the 13th of January, instructing the said committee to inquire into the expediency of requiring all banks in this State subject to the Safety Fund law, to keep their bills at par in the city of New-York; and also the resolution of the Assembly of the 10th of January, directing the committee to inquire into the expediency of providing by law for the collection of highway taxes from banking companies,

REPORTED:

That the committee have given to the subjects of inquiry embraced in the several resolutions referred to them, the examination which seemed to be required.

As to the first question, the expediency of requiring all banks in this State subject to the Safety Fund law, to keep their bills at par in the city of New-York, it is to be considered if the depreciation of the paper of country banks there, is an important matter; whether it can be remedied; and the best mode of effecting the object sought.

[Assen. No. 189.]

The bills of country banks are in the present course of business, to a considerable extent, indirectly redeemed in the city of New-York. These banks now keep such portions of their funds as they find necessary, or are able to keep there; upon which they draw for any balances that are found against them, when their own paper is returned to them. Such drafts are deemed better than the payment of specie would be at their counters, for the expense of transportation is saved.

The fair average discount upon country paper in New-York, does not much exceed one-half of one per cent. The depreciation of country paper there during the unnatural state of things which prevailed last winter and spring, (when the credit of our State institutions was assailed with a violence which it is hoped may not again occur, and for objects which probably will not again produce such an influence,) should not be taken into our estimate in considering this matter.

It would doubtless be a most desirable object that the notes of all our Safety Fund banks should circulate without any discount as extensively as possible; and their being at par in New-York, would establish their value in most of the adjoining States.

With the extended circulation of our paper without discount, our system would be so far improved; a wider and more enlarged confidence would be reposed in our bank notes, in proportion to the distance from the place of issue, at which they should sustain their par value.

But while the committee fully appreciate the importance of the object to be attained, they question the propriety of passing any law upon the subject. Legislative restrictions ought generally not to be imposed where the matter sought to be reached can otherwise be fairly attained; especially, if the restriction is to operate unequally upon different interests engaged in the same business, or if the tendency of the measure is to throw one portion of the community into the power of another.

How far any legislation upon this subject would come within this rule, is to be considered.

It is difficult to be perceived, why this whole matter is not completely within the control of the city banks. If by their receiving country notes at par, and their offering fair terms to the coun-

try banks for receiving and keeping their deposits, it should result in a direct redemption of country paper in New-York, the whole matter would be disposed of.

It may be a question between the banks in the city and those in the country in the first instance, upon whom the expense of the exchange shall be thrown.

The banks in the city, having the power to regulate the exchange with the country, and that upon principles that may be equitable to both, and at the same time just to the public, the committee entertain the opinion that the risk and expense of the transmission of funds necessary for the redemption of their paper in New-York, should not by legal provision, be cast upon the country banks.

As a mere abstract question, the fact that the paper of country banks, by the course of trade, is carried to places where, from distance or other causes not produced by their acts, it is depreciated proportioned to the expense of its return, furnishes by no means a satisfactory reason why they should be compelled to provide for the redemption of their paper at such places. If it were competent by law to compel the banks in New-York to receive all Safety Fund notes at par, this would produce the result desired.

While it is conceded that this cannot be done for the reason that they are not compelled to take any thing other than specie, it does not follow that to attain the purposes sought, a burthensome provision equally unequitable should be cast upon all institutions out of the city.

In Massachusetts, the bills of all their country banks, and most of those in New-Hampshire and Maine, are at par in Boston, where they are received by the banks, and are redeemed in pursuance of arrangements voluntarily entered into between the institutions of the country and those of the city.

The measure was there effected, as it may be here, by the city banks. However desirable it may be that the proposed object shall be obtained, the committee cannot but consider that there is a wide difference between producing that result by a law compelling the redemption of country notes in New-York, and the attainment of the same end, by arrangement between the city and country.

In the former case it might compel such a diversion of their capital as to weaken their operations at home, and would also give to the city the power to dictate the terms on which the deposits of the country banks would be taken, and which terms they would be compelled to submit to.

During the past season, most of the banks upon the river have made arrangements for redeeming their notes in New-York, and it is fair to presume that the number so redeeming will be gradually extended, and thus any embarrassment now sustained, will be relieved without imposing upon any of our institutions such restrictions as either seriously to impair their business, or render them so dependant upon the city banks, as the proposed measure would do. The committee are therefore of opinion, that no legislation upon the matter proposed in the resolution referred to, is expedient.

As to the resolution of the tenth of January, referred to the committee, directing them to inquire as to the expediency of providing by law for the collection of highway taxes from banking companies, it might perhaps be questionable how far such an inquiry is within the legitimate duties of this committee, but being instructed to examine into the matter, it has received their attention.

The statutory requirements from individuals for the purpose of improving the highway, never have been in the shape of taxes, but are corporal services. The quantum of such service is to some extent measured or regulated by the taxable property of the person required to labor.

The only departure from this rule or mode of assessment is in the case of non-resident lands; and the right to tax them, is first limited to those pieces of land only, which are bounded upon any road, or through which any road in the town shall run; and next, such pieces of land only are to be taxed, as shall be enhanced in value by the labor assessed upon the land.

This single exception to the rule, requiring the labor in personal services, (except the individual shall choose to commute,) upon its face, shows the reason of its adoption. An enhanced value to the lands of non-resident owners, in new counties, produced by labor upon the highways, furnishes a satisfactory reason why such lands should be taxed.

The project, and one with which the committee are favorably impressed, has been frequently suggested, of changing the whole system of highway labor, and of collecting instead thereof, a tax upon the persons and property in the whole town.

If such a measure were adopted, the system of districting the towns would probably be found useless, and a new mode of applying the money to all the roads in the town equally and justly would be required. One species of corporation should, in justice, as well be compelled to perform highway labor, or pay highway taxes, (as they are denominated,) as another, especially those which derive a direct advantage from the use of the roads, and whose business and convenience is largely enhanced by the avenues for trade which are thereby opened to them.

All manufacturing corporations, are particularly within such a rule, if there is propriety in adopting it.

Until we are prepared to change the whole system and principle of highway labor, and to adopt a course by which the persons and property of the towns are to be taxed in money direct, for the purpose of improving roads, and the fund thereby raised, appropriated generally to the roads in a town, we do not deem any partial change of the system advisable; but it may be worthy of consideration whether the stock held by the resident inhabitants of any district, should not be taken into the estimate in fixing their highway labor. Though inclined to this opinion, it seems not within the terms of the inquiry directed by the resolution.

It has not seemed to be the policy of the laws, to compel highway labor from *all property*. The debts due to non-residents, though taxable for all ordinary purposes, are not, it is supposed, taxable for labor on the highways. Why the personal property of a non-resident, when held in the shape of stock, should be compelled to labor on the highways, the advantage of which, to the property, may be so remote as to be imperceptible; while on the other hand, the lien of another non-resident, on real estate within a road district, should not be so rated, though the repair of such roads might directly enhance the value of the encumbered property, and thus strengthen the lien, cannot be perceived.

Until a change in the system of taxation for supporting highways shall be adopted, by which the application of a fund raised in mo-

ney for that purpose, shall be applied to the repairs, &c. of all the roads in a whole town or county, and not confined to the road district, in which any new species of taxable property for this purpose shall be found to exist, and which if deriving any benefit from the object to which the said taxes might be applied, it would be a general one from all those in a town or county, and not from those in its particular district, the committee would not recommend the measure contemplated in the resolution.

In the cities and large villages which are incorporated, this can be regulated by the corporate governments.

The committee, not prepared to recommend any legislation upon the specific matters referred to them in the respective resolutions, ask to be discharged from their further consideration.

All which is respectfully submitted.

IN ASSEMBLY,

February 16, 1835.

REPORTS

Of the majority and minority of the select committee on several petitions relative to the repeal of the law restraining Botanic Practice.

Mr. J. Haskell, from the minority of the select committee to whom was referred the petition of about 30,000 inhabitants of this State, praying for the repeal of the laws which proscribe botanic practice, beg leave to present the following

REPORT:

The number of the petitioners, and the nature of the subject referred to your committee, combine to give it an importance which entitles the *former* to great respect, and the *latter* to the deliberate consideration of your committee; and under these impressions they have endeavored to discharge the duty imposed upon them. No fact is presented in the petitions, *sustained by satisfactory proof*, excepting the *single* fact, that "a law was passed, during the last session of the Legislature, imposing a fine of \$25, on any botanic practitioner of medicine, if he receive any compensation for services rendered in the capacity of a physician." Evidence of this fact is to be found in chapter 68 of the Session Laws of 1834, and the petitioners speak of *that* law in the language of complaint; alleging that "one of the dearest privileges of community is sacrificed, viz. a free and unmolested choice of their physician:" that "they believe said law is a direct infringement of their constitutional privileges," &c.: and they close with a respectful prayer to the Legislature, "that *all* law proscribing botanic

[Assem. No. 190.] 1

physicians from a just fee and reward for services rendered may be repealed; and that they be permitted to collect their dues, in the same manner as other free citizens:" and in *another* form of words, "that the law which was passed April 7th, 1830, and which amended the past winter, may be reinstated to its primitive purity, as when first enacted."

There is another fact *alleged*, however, which the petitioners only "beg leave to *represent*," but it is *supported* by no additional evidence whatever. They *represent* that, during the last session of the Legislature, "the medical society of this State, through *their influence*, CAUSED a law to be enacted, which prohibits the botanic practitioner from receiving compensation for services rendered, under penalty of \$25, for each offence." Although your committee have been referred, by some of the persons concerned in the success of this application, to the petitions presented to this House in the year 1834, for *proof*, that among 1,439 petitioners for the passage of the law now sought to be repealed, 383 of them were *Doctors*, your committee do not see in *that* fact, admitting its *truth*, sufficient evidence to justify the broad assertion, that "the medical society of the State, through *their influence* CAUSED the law to be enacted." And although for this reason, your committee have pronounced the allegation to be "supported by no additional evidence whatever," and, for the *same* reason, would have been justified in giving it no place in this report, yet there is a reflection in the *language* that gives it consequence, *permitting*, if not *calling* for, some freedom of animadversion. The allegation bears on its face an *inference* of too grave an import to be presented to this House on slight grounds, and be allowed *here* to pass off in silence.

This *Chamber*, dedicated to honorable and unbiassed deliberation, is represented as having been the arena for an extrinsic *influence*, incompatible with the purity of legislation. Your committee deem it due to the place we occupy, and no *less* to the integrity of the last Legislature, to pronounce an unqualified disapproval of an imputation so unjust. But in these remarks upon the *terms*, in which the exceptionable portion of the petition is couched, your committee would *exempt* from their *bearing*, a vast majority of the petitioners, and impute to *them*, no impropriety of *intention*. It is to a *different* class of the persons interested, perhaps *few* in number, they are intended to apply,—and to have *them* understand,

that imputations impugning the motives of the Legislature, *past* as well as *present*, should be withheld from *this* place, or followed up with evidence to support them.

In the allegation just now considered—in the general tenor of the petitions—and indeed, in all the past history of the botanic practitioner and licensed physician, as contained in petitions and remonstrances, the parties are found arrayed in belligerent attitude, and much pomp of military phrase has been heard in allusion to them. But a due regard to the appropriate duties assigned to your committee, excuses *them* from taking *any* part in the fight. To them, belong the exemptions and privileges of non-combatants. It is not for *them* to decide between the *virtues* of steam, and the *efficacy* of the lancet. They have no business in the *mineral* nor in the *vegetable* kingdom. Rush and Thompson are both alike to be excluded from their deliberations. Your committee cannot participate in this war of words, carried on as *it is*, with the missiles of opprobrium, and bandying from host to host the reproachful epithets of *quack* and *empirick*, on the one side, and repelled with *other* hard names, as *tyrant* and *aristocrat*, on the other. The index of duty *no where* points your committee to a solution of the questions, whether tyranny and aristocracy pertain *alone* to the sprig of the lancet, or *occasionally* may not be found in the prowler after roots and herbs—whether the dispenser of nostrums and specifics *exclusively* deserves the cognomen of *empirick*—nor whether the doctor of physic may not *sometimes* divide with *him* the honors of the quack. Nor does it pertain to your committee to decide upon the comparative *effect* produced by the fire of a battery, belching forth the bitterness of the Bolus; or *that* caused by the *humbler* works, which discharge only the seemingly *simple* sourness of Number Six. Your committee, therefore, proceed to the discharge of their *proper* duties, leaving the laurels to be won in *this* field of honor, to adorn *other* brows, and the *glory* to be reported in *another* bulletin.

In making their first *direct* approaches to the work *before* them, your committee comprise the matter of the petitions in two propositions: the *laws* complained of, and the relief *claimed*.

The existing laws on the subject under consideration, are to be found in the Revised Statutes, part 1st, chap. 15, title 7, section 22, page 455, of the first volume; Revised Statutes, vol. 3, page

104, of the Appendix, and Session Laws of 1834, page 72. It is alleged by the agents of the petitioners, that the law, even as it stood *previous* to the last session, was susceptible of a construction so uncertain, that the judgments pronounced under it by different justices of the peace, were opposite and conflicting, *some* allowing recoveries in *favor* of the botanic doctor, and *others denying* them. But it is the opinion of your committee, and they find it to be the admitted opinion of *some* in the legal profession, that the legislative *intendment* and the fair construction of the law, as it *then* stood, are favorable to such recoveries. But *since* the act of 1834, the botanic practitioner may *indeed practise and administer*, but he is interdicted all compensation for his services.

Your committee, being bound by the rule of the house which governs their proceedings, cannot but declare *their* opinion, that a law producing *these* results is an anomaly in legislation. If it lay within the range of legitimate investigation, for your committee to explore the history of the legislation on this subject, the remonstrances and reports on your files and documents, *against* botanic practice, would be found full of arguments to *prove* that it *exposed* the *patient* to the *hazard*, and frequently to the *loss* of life and limb; consequences dreadful and deleterious—lasting as life and incurable as death.

If, then, a due regard to the public health be the justifying inducement to legislative interposition on this subject, why not approach the evil with a *direct* and *positive* prohibition? and enact a penalty as *large*, as *sure* and as *enduring* as the mischief? Why give your legislation on this vexed and exciting question, so much likeness to that rigid and merciless policy of war, which encourages and approves the treason, while it despises and degrades the traitor? Why permit the botanic doctor to accomplish mischief to the full extent of his ability, and punish him *only* with the mere *denial* of compensation? Why legislate a state of things which allow him to inflict hopeless wretchedness upon his *patient*, and then escape with the simple *loss* of his services?

Your committee are of opinion, that the provisions of the law should be palpable and undisguised, and the *penalty*, *clear* and *distinct*. Where crime does *not exist*, there needs *no* law; but where it *does* exist, and is *definable*, your laws in the case should be direct and unequivocal.

Your committee are aware of the answers to these questions, and of a disposition to justify, with the *same* answers, a continuance of the laws now sought to be repealed. It is affirmed, that the present legal inability to collect *pay* for botanic services, is a sufficient safeguard to the community, against the evils and dangers to be apprehended from the root doctor, because he will *cease to practise* when his *pay* is withheld.

All the experience and information of your committee on this subject, are adverse to this proposition. Botanic physicians are men of like passions with other men. Like the *rest* of the species, they are humane, benevolent, sympathetic and strong in their attachments to their friends. And these passions and predilections are not incompatible with even *all* the ignorance *imputed* to them. And men are to be found in their ranks, who, for *purity* of morals, strength of *intellect*, clearness of *judgment* and perseverance of investigation, have raised themselves to at *least* a *medium* level with the mass of their fellow citizens; and *many* of them have a competency of learning, and a considerable knowledge of the human system, and of the medicinal qualities of the vegetable kingdom.

In their surrounding vicinities, these men have acquired a reputation for doing good in *their* way. They have inspired the people with an abiding confidence in their skill and usefulness. But whether this confidence reposes on the ground of *merit*, your committee do not stop to inquire. It is sufficient for the argument, that such is the *fact*, or at *least* that such is *believed* to be the fact. And this confidence reposed in them by a respectable portion of the people, entitles them to compete with legalized physicians for a proportionate share in the benefits of a doggrel truism down east—"where men *believe* in doctors, doctors *cure*."

Of the truth of these conclusions, your committee have before them nearly 30,000 witnesses; and they believe, that this House need not be told by *them*, that botanic skill, resting on a confidence like *this*, whether *well-placed* or *mis-placed*, would not be permitted, in times of common pestilence, to remain dormant, nor *uncalled* for, where single families or individuals were sick and suffering for its aid. The House need not be *informed* by its committee, that the *calls of confidence* and the *sufferings of friends*, would arouse the sympathies of the botanic doctor, and bring his

efforts into action, to a *general* or circumscribed extent, as the exigencies of individuals or the country should require. The people would *take no denial*, and the doctor would *give no refusal*, when an inmate of a family was struggling with disease or parleying with death; though pains and penalties and prisons should stare them *both* in the face, on every page of the statute book. It is known to your committee, that these things have transpired not unfrequently, even *since* the enactment of the law of thirty-four. And but recently, before he left the place of his residence, one of your committee witnessed the denunciation of *that law*, by citizens of substantial respectability, as infringing their right to choose their own physician, and followed by a threatened defiance of its provisions, should necessity require the employment of a botanic physician.

From these views of the subject, your committee are clearly of opinion, that the law should be so modified as to secure community *against* the evils to be apprehended from *all* botanic practice, or else allow the *fair* practitioner to recover pay for his services and medicines. There is such apparent incongruity on the face of the existing laws on this subject, that your committee cannot but view the *reserved* right of the botanic doctor to practise, but *without pay*, in the light of an apology for doubtful legislation; or as an excuse for *that* species of lawgiving, which resembles the magic performance of holding the *shadow* in a *stationary* position, after its witching dexterity has abstracted the substance.

But there is another ground on which the petitioners *insist* for the repeal of the obnoxious laws, *unconditionally and without alternative*.

This brings your committee to the consideration of the second branch of the subject—"the relief claimed." This claim is based upon the broad ground of equal rights, in the enjoyment of "life, liberty, and the pursuit of happiness," as secured to the petitioners in the Constitution of this State and the United States. Conscious of its inability to enlighten the House on the momentous questions of constitutional law, your committee would not be justified in consuming its time and drawing upon its patience by an unprofitable attempt. But they allow themselves to say, that their closest examinations of those instruments, have not furnished them with a satisfactory answer to this claim of the petitioners. It is *true*, that *statutory* provisions, guarding the privileged rights of

the doctor *according to law*, are to be found *older* than the *Constitution*; but in the opinion of your committee, they are among the enactments abrogated by its adoption, because *inconsistent* with the spirit of its provisions and declarations.

The laws regulating the practice of physic are of *remote date*, and they seem to have been enacted with great carefulness in protecting the legalized doctor, from invasion of his privileges by the unlicensed practitioner. But *since* the adoption of the Constitution, there has been *one*, if not *more*, periods when the disfranchisement of the botanic physician was *suspended*, and he stood forth, like his fellow citizens, a *free man*. In other words, his knowledge and skill in the republic of roots and herbs, were put in requisition for the benefit of his fellow citizens in distress; and they both stood together under the *Ægis* of the law, equally protected in his rights, impleading each other in the contest of litigation, *for* and *against* a recovery for his services, "according to the very right of the case." But so far as the history of that period has come down to your committee, they are *not* informed of *any* consequences, resulting from the practice of the botanic doctor, to justify a forfeiture, by *legislative enactment*, of the immunities enjoyed in common with his fellow citizens. It is enacted in a code of laws, coming from a source whose wisdom excludes all *occasion* for *repeal* or *amendment*, that "the laborer is worthy of his hire," and the spirit of this enactment is infused into your Constitution with so much of its native sacredness as should stay every attempt of *human* legislation, to reduce it to the standard of a dead letter.

Standing upon their rights, reserved to them in the Constitution, and secured by laws, both human and divine, as they *affirm*, about 20,000 of their fellow citizens have arrayed themselves before your committee, demanding an answer to the simple question, "Why they are not permitted to enjoy the common rights of their fellow citizens, in choosing their own physician? Why they are not allowed to enjoy the benefits of *his skill*, in which they repose so much confidence? and the *satisfaction* of paying him an equivalent for his services, without resorting to the secrecy of stealth? Why *he*, is denied the use of his knowledge and inventions for *their good*, or has it only *granted* as a degrading *indulgence*, with the invidious condition imposed upon him, if he serve in his *natural* avocation, to do so under the restrictions of an *unnatural* law?"

To these interrogatories your committee are of opinion there is no answer that will justify *themselves* to this host of petitioners, or satisfy their reasonable and constitutional complaints. In their searches, and researches into the statutes, and constitutions, (and admit there have been necessarily but partial and superficial,) they find no answer to justify a continuance of the laws, "regulating the practice of physic," as they now exist.

Your committee cannot allow themselves, in drawing to a close, consistently with their sense of duty, to pass over one other prominent feature in the subject of reference; and *that* is, the excited state of the public mind. The *number* of the petitioners has already been stated; and they are scattered over many counties in the State, and the elements of society seem to be moving in commotion. All history shows that when the *people are stirred*, it is not *commonly* the result of *imaginary* causes. Something *substantially* wrong has usually been found among the exciting causes, when they manifest a general restlessness and concern. An instance of recent date in Western New-York confirms the truth and correctness of these positions, and demonstrates that the people in their strength, are not to be disregarded with impunity.— And if in the *present* instance, they *fail* of relief *here*, it requires no great struggle of apprehension to see, that the time is at hand, when they will appeal, as in *that* instance, to the ballot boxes. Already have some of your committee, witnessed decided indications of a disposition, to direct this excitement to a bearing on our elections. Experience has taught your committee, that consequences so hurtful, as are certain to follow *such* measures of redress, are greatly to be deprecated; and that proper steps should not be omitted to prevent their recurrence.

These considerations, your committee *admit*, have had their *merited* influence in bringing them to a conclusion favorable to the petitioners. It remains therefore for your committee to announce their opinion, that the prayer of the petitioners is just and reasonable, and *ought* to be granted.

And here the House may well expect the labors of your committee should terminate; having, though *imperfectly*, discharged the specific duty assigned them. But, by permission of the House, they are desirous before they conclude, to give a passing consideration to what they deem an important connexion of

the subject, though not directly embraced in the petitions, and consequently, not included in the appropriate range of the reference.

Your committee are aware that the numerous and prevalent objections to the botanic practice, are but *too well* grounded; that the evils complained of, have increased to an alarming amount, under the system, called by way of distinction, "*Thomsonian*." And this startling state of things, has resulted, in the opinion of your committee, *more* from the facilities given to ignorant pretenders, by the indiscriminate sale of the Thomsonian patent, without *proper* regard to the qualifications and character of the purchaser, than from any *defect*, which your committee are competent to *allege*, in the system itself. An apparent mercenary disposition in the earliest venders of the patent, or a desire to disseminate a sudden and extensive use of the invention, appear to have sought gratification in hawking about these facilities, until a mushroom phalanx consisting of the *old* and the *young*, and of *both* sexes, till *then* only distinguished by their ignorance and obscurity, started into *notoriety*, claiming to be the guardians and safe depositories of the public health. And a credulity existing among a *portion* of the people, corresponding with *that* ignorance, gave ample scope to their marvellous pretensions, and in *too many instances*, fatal experiments.

Among the deleterious results of their empyrical exploits, instances of misapplied steam or other prescriptions have come to the painful knowledge of your committee, where loss of speech and of the use of limbs have followed among the disastrous consequences. And here your committee deem it but just to remark, in relation to the discreet and experienced botanic practitioner, that, in their opinion, *he* was among the severest sufferers from these destructive operations. For it brought him under the ban of a law, which was *especially designed* to arrest *their* career, and which, but *for them*, most probably would not have been enacted. Your committee would also exempt *him* from the severity and application of the remarks they have found it their duty to aim at the measures herein alluded to, so justly obnoxious to universal reprobation.

Your committee owe it to a right understanding of their views, to add, that the point and severity of the foregoing remarks are not in-

tended to apply *exclusively* to that side of the controversy to which they have now more particularly been directed. Quackery is an *identity*, in all its forms and exhibitions, and it is never *more odious* than when it is under the protection of law and the sanction of a diploma. And to deny its *occasional* appearance under *these* advantages, would be to belie both experience and observation. *More* belongs to an *impartial* comparison between the two conflicting parties of the healing art, than *simply to affirm* its harmless existence, without looking to results and consequences, *sometimes* produced by the licensed practitioner. And, *therefore*, to guard against partial conclusions being drawn from the allusions your committee have deemed it their duty to make to quackery on the one side, they feel it just to declare, from knowledge and experience, that calamity and mishap, proportioned to the number of pretenders, have marked the footsteps of the other.

Your committee owe it to themselves, as well as to the two classes of their fellow citizens whose interests may be affected by this report, to add further in this place, in order to prevent all improper constructions being applied to it, that they entertain the best feelings towards, and the highest confidence in, the regular physicians as a profession, and as a body of men, who are largely contributing to individual happiness and national character; and whose knowledge and skill in the healing art, especially in diseases of an acute description, commands their *first* patronage, while they award due respect to the skill, understanding and qualifications of a considerable portion of the botanic practitioners for doing good in the more lingering and chronic classes of complaints. And *such* are entitled, in the judgment of your committee, to the testimony of their personal observation, where they have witnessed the patient abandoned by the former, brought up from the side of the grave and restored to comfort and usefulness by the persevering efforts and attention of the latter.

To proceed, your committee are *also* aware, that public policy, and a suitable regard to the public *health*, not only *justify*, but seem also to *require*, in the existing state of society, that the administration of medicinal remedies, in all the forms of both mineral and vegetable preparations, be made the subject of legislative regulation. This policy grows out of the same associations of community, on which nations, ancient and modern, have based their legislation in regard to quarantine, pauperism, education, &c. An-

cient nations have *claimed*, and certainly, a nation with institutions *free and enlarged* as ours, with *more* propriety have a *right* to claim, a common property in the individuals composing it. And in proportion as those nations have advanced from a state of barbarism, have these claims derived force and strength. And inasmuch, as the freedom of our institutions, and the continuance of our liberties, depend upon an enlightened and cultivated public mind, is the community interested in providing the means for public improvement. And that they *do so* depend, *entirely and absolutely*, is a proposition universally admitted without controversy. Hence the fitness and propriety of all our laws for the establishment of colleges, academies and common schools. And hence it is a full answer, for any complaint arising from unavoidable inequalities in their operation, to say, "*the public good requires it.*" On like principles, the public have an interest, though of a *different* character, in raising up hale and robust soldiers for the public defence. Regarding the personal for your army, your marine and militia, the public have a deep stake in these important arms of its strength. And so far as the public right is concerned in the *health of the citizen*, the legislative department of *any* government, appears to your committee, should have the right to interpose for its guardianship and protection. Hence also arises the right on which are founded all laws regulating quarantine; and the *exercise* of that right would seem to become a *duty*, as *appertaining to that department*, and it would need no *excuse* for legislating to regulate the administration of *medicine*, much *less* for interdicting and punishing the dangerous experiments of ignorant pretenders; and having done so much, the *personal* rights of every citizen, should be left free, equal and unrestricted. But there is a collateral consideration, of *some* importance, to be noticed in connexion with this branch of the subject, as affecting the rights of the smaller local communities of which the State is composed, and as fortifying the positions herein taken.

Your committee refer to the operation of the poor-laws in the towns and counties. By the operation of these laws, the burden of pauperism is increased, by every victim of malpractice, *botanic or licensed*, who is thereby disqualified for his own support, and otherwise destitute of the necessary means. In *this* consideration, your committee believe, that the most zealous and fastidious advocate of unrestrained botanic practice, will see the rights of the public so *distinctly marked*, as to admit the *duty* of the Legislature,

to regulate that practice; at *least* so far as prevent the rash and ignorant practitioner from *fitting*, or increasing the number of candidates for the poor-house.

Your committee have entered upon this discussion with great diffidence, being sensible that these views are obnoxious to objections of considerable weight. Among these objections, they anticipate *one*, and perhaps the one most difficult to obviate, that even granting the *existence* of the public rights, they are so evanescent and intangible, and the line of separation between them and the unquestionable rights of individuals is so faintly described—and the former are so *undefined* and *undefinable*, compared with the prominent features of the latter, that *any* legislation affecting these, would be dangerous. Candor requires of your committee to admit the force of this objection, while they consent only in *part* to the *conclusion*; for most *surely*, so much legislation against illiterate mummery, and indiscriminate distributions of deleterious prescriptions, as would save the *life* or *limb* of *no more* than a *single individual*, or shield him from the entailment of perpetual wretchedness and misery, at the hands of *any* prescriber, would be, in the opinion of your committee, a justifiable and salutary enactment.

Finally, if the existing laws regulating the practice of physic are *necessary*, as regards the encouragement of medical science, and the protection of the faculty, your committee do not perceive any *good* reason why the fair botanic practitioner is not entitled to *equal* protection, nor why *his* branch of medical knowledge and improvement, may not receive the same encouragement at the hands of the Legislature. Nor do your committee see that a greater stretch of legislative wisdom is necessary, to give system and organization to the worthy and deserving class of botanic physicians, than has been exercised in according legal regulation to the *medical* faculty.

Your committee are sensible of the hazard to which they expose themselves in making this suggestion, not doubting but the first essays to impose *regulations* upon the botanic community, would be beset with many *serious*, if not insurmountable difficulties, and they may have erred *entirely* in their judgment. If, however, the project were *admitted* to be impracticable, and your committee were left to choose between the alternatives of *no law* to regulate the practice of physic, or the *present* laws on that subject, they would be constrained to elect the former as the lesser evil, and as

most consistent with the genius of our institutions. And your committee are sustained in this conclusion, by the history and example of our sister State of Pennsylvania, where medical science has reached an elevated standard, and where the faculty have never enjoyed the monopoly of a privileged order, protected by law. Ohio, too, as your committee understand, has left this profession to stand upon its own merits, without a legislative nurse, and without any legal restriction, implying either a right in the Legislature to confine the people to statutory restrictions, or a want of discrimination in *them* for self-government, in so delicate a matter as the choice of their physician. Your committee, therefore, are clear in their judgment that it would be more discreet, as well as more republican, to leave the *whole* matter to be regulated by public opinion, than undertake to *control* or repress the action of that opinion by legislative provision. Your committee would place both orders of the healing art upon the same footing, either *with* or *without* legal restraint or regulation. They would leave the field of benevolent competition open to both; and while they award due honor and respect to the son of science, who emaciates in the pale glimmer of the midnight lamp, for the good of his fellow, they would not withhold from the more hardy explorer of the forest, the meed *he* deserves for industry and perseverance in the pursuit of means for the mitigation of human misery.

In conclusion, your committee feel it to be due the courtesy of the House, to ask its indulgence for thus travelling out of the record; and *now*, confining themselves to the proper limits assigned them by the prayer of the petitioners and the scope of the reference, they proceed, in pursuance of the intimation contained in a former part of this report, that the prayer of the petitioners ought to be granted, to ask leave to introduce a bill.

JOB HASKELL, *Chairman*,
G. PETTIT,
GEORGE FISHER,
SAMUEL RICHMOND,
JOSEPH CLARK.

REPORT OF THE MINORITY.

Mr. Livingston, in behalf of the minority of the select committee to which was referred the petition of sundry inhabitants of many of the counties of this State, praying for a repeal of the law passed at the last session of the Legislature, imposing a fine upon the botanic practice of medicine;

REPORTED:

That the minority of said committee have given to the subject referred to them as full an examination as their time and attention to other duties would allow.

In discharging the duty assigned to the members of the committee, the undersigned have thought it proper to look into the history of the legislative enactments upon the subject matter referred to them. They do not desire to go back to the dark ages, (as has been asserted by the majority of the committee,) for examples to guide them, but they have endeavored to discover and state what opinions have been heretofore entertained upon this important subject by our predecessors, in legislating upon the subject committed, in part, to our charge.

The minority of your committee have also thought it proper, with a view of fully understanding the merits of the question referred to them, to state in their report the existing provisions of the law which it is proposed, by the petitioners, should be repealed, in order to present clearly to the House the true question and the precise character of the prayer of the petitioners.

Upon examination, the committee find that, as early as the year 1760, a law was enacted for the promotion of medical science, confined in its operation to the city and county of New-York. The reasons which gave rise to the passage of that law are clearly stated in the preamble to the act, which is in these words, viz: "Whereas, many ignorant and unskilful persons in physic and

surgery, in order to *gain a subsistence*, do take upon themselves to administer physic, and practise surgery, in the city of New-York, to the endangering the lives and limbs of their patients; and many poor and ignorant persons inhabiting the said city, who have been *persuaded* to become their patients, have been great sufferers thereby: for preventing such abuses in future, Be it enacted, &c."

This act provided for an examination of students, and the granting, to such as should be approved upon such examination, a certificate or license to practice, and also prescribed a certain term of tuition and study to be performed by every student of medicine before he could be permitted to present himself for an examination. It also provided that a penalty of five pounds might be recovered from any person who should practice without complying with the provisions of that act.

On the twenty-seventh day of March, 1792, there was an additional act passed upon this subject, which was also confined in its operation to the city and county of New-York. The reasons for the passage of this act, are also set forth in its preamble, which is in these words: "Whereas, many ignorant and unskilful persons presume to administer physic and practise surgery within the city and county of New-York, to the detriment and hazard of the lives and limbs of the citizens: therefore, for the prevention of such abuses in future: Be it enacted," &c. This act provides for the examination of every student by three practitioners of medicine, other than the one with whom the student shall have previously studied; and that such examination shall be had before the Governor and certain other public officers: and for the granting to such student, (if approved,) a certificate or license to practise physic and surgery. It also required the student to have studied under the tuition of a practising physician and surgeon the full term of two years, (if a graduate of some college,) or three years, if not such graduate, before he could be admitted to an examination.

In this act every person who shall thereafter practise physic and surgery, without having obtained a license according to the provisions of the act, is made liable to a forfeiture of the sum of *seven pounds*; and is, moreover, declared incapable of *suing or maintaining a suit for any services* rendered.

The first general law upon this subject was enacted March 23d, 1797. By this act every student of medicine in this State, was required to produce satisfactory evidence before certain public officers, &c. of having faithfully studied physic and surgery, under the instruction of some physician or surgeon the full term of four years, (if not a graduate of some college,) and of three years, if such graduate.

In this act also it is declared that if any person shall practise physic and surgery without having first obtained such license, he shall forfeit and pay the sum of *twenty-five dollars*.

This, as was observed above, was the first general act passed upon this subject in this State, and this act has in it another provision, to which the minority of your committee desire particularly to call the attention of the House; it is in these words: "And whereas, upon sudden emergency it may be necessary to apply for aid from persons not qualified to practise physic or surgery, in conformity to this act: Therefore,

"Be it further enacted, that, in every such case, it shall and may be lawful for any person not authorized by this act to practise physic or surgery to administer medicine, and to perform surgical operations, but shall not ask, demand or recover any compensation therefor."

This act continued in force, and was not materially altered or amended until the 4th of April, 1806: when the first act incorporating a State medical society and county medical societies was enacted. The general provisions of this act were very similar to those of the act of March 23d, 1797, except that the term of study for every student was definitely fixed at three years, and his examination was to be had before certain officers called censors, to be chosen by each medical society that should be organized under said act. By this act it was also declared that no person should practise physic and surgery within any of the counties in this State, without having first obtained such diploma as is directed to be given by the terms of the act: "And if any person shall so practise without having obtained a diploma for that purpose, he shall forever thereafter be disqualified from collecting any debt or debts incurred by such practice, in any court in this State."

This act was not materially altered or amended, until the general revision of the laws in the year 1813.

The minority of the committee beg leave here to stop one moment, for the purpose of calling the particular attention of the House to the fact, that in all the laws thus far enacted to regulate the practice of this important and indispensable profession, first in the city and county of New-York, and subsequently in the whole State, special care is manifested, in order to protect the ignorant and unwary from becoming the dupes of unqualified, unskilful and incompetent persons; who, by artful contrivances and pretended specifics, were enabled to deceive the honest citizen; and, by operating upon his superstition and fears in some instances, and his prejudices in others, might not only endanger his health, but even his life. Hence were enacted, in all the laws above recapitulated, the provisions for a *penalty*; and in most of the acts, as striking more effectually at the root of the evil, it was provided that no person should maintain a suit for the recovery of remuneration for services rendered as a physician and surgeon who had not previously obtained a diploma according to the provisions of the acts referred to.

It is believed that every person who will examine the history of the times alluded to will find that then, as well as now, there might be found a very large number of *pretended doctors*, who practised medicine and surgery under the popular names of the times, such as "*herb doctors*," "*root doctors*," "*Indian doctors*," and a great variety of equally ridiculous and unmeaning names.

If it was then thought wise and judicious to pass legislative enactments for the protection of the unwary and honest citizen, it is apprehended that the same reason ought to apply at present, and in a degree greatly increased.

But to return to the progress of our legislation upon this subject. The minority of your committee find that the general provisions of the act of April 4th, 1806, were enacted in the revision of the laws in 1813, with the addition of this remarkable *proviso*:

"That nothing in this act contained, shall be construed to extend to debar any person from using or applying for the benefit of any sick person, any *roots*, *barks* or *herbs*, the growth and produce of the United States."

This was the first step in the history of the legislation of this State, in which the indirect and illegal practice of physic and surgery received any encouragement; for it will readily occur to every one upon a moment's reflection, that unqualified and unlicensed persons were admitted into full and complete competition with the regularly bred physician, by the practical operation of this proviso.

All that was required of the "*root doctor*," was to convince his patient that the medicine which he gave him, and recommended, was some "*root, bark or herb*," the growth and produce of the United States, and the whole object of the "*doctor*" was obtained, and the end which the Legislature had in view in the penal enactments against illegal practitioners, was entirely frustrated and defeated.

In order to demonstrate this result, the minority of the committee will state a case: A man is attacked by disease; he from some cause, (no matter what,) is induced to call upon a "*root doctor*," or "*Thompsonian doctor*." The *doctor* comes, whose first business is to assure his patient, that all the medicine which he proposes to administer, not only in this particular case, but in all other cases, is composed solely and wholly of *roots, barks and herbs*, the growth and produce of the United States; and that most certainly, *there is no mercury in it*. This done, and the doctor may and can, with impunity, give *any and all* the various articles and compounds to be found in the whole range of *materia medica*. It is easy to conceal chemical, mineral and foreign medicines from detection, by the eye even of a very competent judge; and it is not to be supposed that our citizens generally are able to contradict the "*doctor*" with regard to the character of the composition, or nature of the medicine which he may prescribe. Hence the operation of this proviso, opened the door for the practice of the unlicensed physician and surgeon, as effectually as if there had been no penalty embraced in the act.

While this door was thus, as the minority of your committee believe, unintentionally opened for the illegal practitioner, restrictions were continued upon the regular student and physician: and by an act passed April 20th, 1818, were greatly increased, especially by requiring every student to study with some practising physician or surgeon four years, (one of which might be spent in pursuing classical studies,) before he could become a candidate for examination before the medical censors.

The substantial parts of the Revised Laws of 1813, upon this subject, continued without alteration until the revision of the statutes in 1828, when this law was again remodelled, and some important alterations adopted; one of which was, the adoption of a section making it a misdemeanor, punishable by fine and imprisonment in the discretion of the court, to practise without a license, and to *receive compensation therefor*.

The consequence of the passage of that law was, that all those who were interested in the continuance of illegal practice, whether they were called "Thompsonian doctors," "steam doctors," "patent doctors," "Indian doctors," "root doctors," "herb doctors," "stick doctors," or "botanic physicians," made common cause in petitioning the Legislature for a repeal of that section in the Revised Statutes, inflicting the penalty above mentioned.

On the 7th of April, 1830, the Legislature passed an act repealing the clause above alluded to, and added a section re-enacting in substance the provisions of the Revised Laws of 1813, with its remarkable proviso, rendering substantially the penalty declared in the same section wholly inoperative.

During the last session of the Legislature, the proviso above mentioned was stricken out, and a section added, similar in its provisions to the one contained in the first general law upon this subject, passed March 23, 1797, excepting, however, from the penalty any person who should use domestic medicine for the benefit of any sick person without receiving any fee or *reward* therefor.

It is for a repeal of this law, that the petitioners ask. In the argument of the petitioners, (and their names most generally appear to be attached to the same common copy of a petition from every quarter of the State,) an appeal is made to the constitutional right of the citizen to employ such physician as he may deem most proper, and an inference is attempted to be drawn that the law which they pray to have repealed, is an infringement upon their natural rights.

The substantial provisions of the law, regulating the practice of physic and surgery, as it now stands, are as follows: Every student is required to study medicine with some practising physician or surgeon four years, one year of which may be deducted for pursuing any of the studies usually taught in any of the colleges in

this State, or for attending a full course of medical lectures, in one of the medical colleges of this State. The student may then be admitted to an examination, and if approved, is to receive a diploma. This constitutes him a regular physician and surgeon. If any person practices physic and surgery, without having first obtained such diploma, and shall take and receive any *compensation* for such practice, he shall forfeit for every such offence, a sum not exceeding twenty-five dollars, and shall be forever precluded from recovering by any suit (in this State,) for such services.

The minority of your committee are incapable of discovering any unconstitutional act in these provisions, or any infringement of the rights of any citizen; nor are they able to discover any *exclusive* privileges granted to one set of men, which are not freely offered to any and all persons.

It is merely a question of general policy, whether or not the law in question is wise and salutary. That it is so, the minority of your committee entertain the most confident belief; and in this opinion they are strengthened by the uniform and almost uninterrupted course of the Legislature of this State.

As early as 1760, the salutary provision which is now asked to be repealed, was enacted, so far as the city of New-York was concerned, and remained in force during an interesting portion of the civil and political history of the country.

It will strike the mind of every man, with great force, that during the long period, in which this subject (as has already been shown) has so often been before the Legislature, and which has undergone so many changes, that the idea of the unconstitutionality of the law, was never before seriously urged, but that it has remained for those interested in the illegal and unauthorized practice of this day under the insidious name of "botanic physicians," to make the assertion.

It appears to the minority of your committee, that from the necessity of the case, the power of the Legislature to provide by enactments for the preservation of the public health is most clearly invested in the Legislature; and further, that the legislation of every civilized community, testifies in behalf of the opinion they have offered. Look at our quarantine laws; at our law in relation to the prevalence of pestilential and infectious diseases; at

our law relative to boards of health. And let us look also to our laws which infringe upon the natural rights of individuals, by holding out inducements to persons to make themselves skilled in various professional and mechanical pursuits.

If the petitioners are right in their assertions, or in their argument, it must be unconstitutional to license either *attornies* or *car-men*. Can such an opinion as that of the petitioners, be for a moment tolerated? We think not. It would do away with the established doctrine, that in entering into the social compact, we necessarily cede for the benefit of the community, such individual rights, as may, and have generally been found to be necessary to be given up for the general good. It is upon this basis, that large sums of money have been expended by this State, in rearing up medical and other colleges. We cannot sanction the doctrine of the petitioners, as we believe the practical result of adopting it would be fatal to some of the best of our scientific institutions, which hitherto, it has been the pride and glory of our State to foster and cherish.

The minority of your committee do not consider this objection of sufficient force to detain the House with any further remarks, and more especially so, as the majority of the committee admit that the law which the petitioners ask to be repealed is constitutional.

They will, therefore, proceed to examine another *point*, particularly urged by the petitioners, to wit: the benefits to be derived from botanic practice. This term appears to be used by the petitioners, in contradistinction to the term of a physician regularly educated and licensed, and an impression is thereby sought to be made, that the regular physician is unacquainted with botany, and *rejects* all botanic substances from investigation and use, than which, a greater error cannot be entertained. Botany, strictly speaking, merely treats of the natural orders of plants, or of the artificial modes of classifying them, so that they can be distinguished from one another; but does not investigate their medicinal and economical use. The science of *materia medica* is the one which embraces the investigation of the botanical characters; the medical properties; the best mode of preparing the active parts of plants, and the diseases and particular circumstances of each disease in which they can, with advantage, be administered. Mate-

ria medica is not confined to articles belonging to the vegetable kingdom only, but embraces the range of vegetable, animal, and mineral kingdoms.

The regular practitioner is obliged to make himself acquainted with the various articles of the *materia medica*, before he is allowed to practise. Four-fifths of the articles used in medicine by physicians are derived from the vegetable kingdom, and the investigation of the properties and uses of these constitute one of the most important departments in every medical college; and occupies a principal share of the time of every student in a private office. Whilst regular practitioners are thus taught the properties and medicinal uses of a very extensive catalogue of vegetable articles, the self-styled "botanic physician" is in ninety-nine cases in a hundred, as ignorant of the science of botany as he is of Hebrew. His knowledge, such as it is, is confined to a few articles, which he exhibits on all occasions, without discrimination, whether the disease be small-pox, scarlet fever, measles, or dropsy. All diseases are one in his estimation. If the patient will take his medicine, he is willing to leave the effects to providence, be the result life or death. He is totally ignorant of the structure and functions of the human body, and equally so of the characteristic marks of the various diseases that flesh is heir to.

It is a vulgar error to believe that medicines derived from the vegetable kingdom are more innocent in their effects on the constitution than those derived from the mineral kingdom: some of the most deadly poisons are derived from the vegetable kingdom, and are the growth of the United States. Only a small number of the most valuable medicines derived from vegetables are the growth of the United States, whilst our extensive territory produces its full share of poisonous and deleterious articles, such as can not be used in rash and ignorant hands, with safety to the lives of the sick: consequently the proviso allowing the use of the roots, barks and herbs of the United States must have crept into the statute book through ignorance, and a belief that vegetable medicines were safer than mineral. It is also an error of general prevalence that steam is used as a remedial agent only by botanic or steam doctors: steam is in various ways extensively used by the regular profession, and has been for ages, in the form of simple watery vapour, or impregnated with different vegetable and mineral agents, according to the disease, and the object to be ac-

complished. Regularly educated practitioners avail themselves of the whole field of nature to furnish the means of alleviating human suffering, and have the experience of former ages to guide them, instead of the limited experience of one or two illiterate and ignorant individuals, whom chance or necessity have made acquainted with some of the properties of a few articles which they apply in all cases, without discrimination or judgment.

If an individual has studied the prescribed length of time, has made himself acquainted with the structure and functions of the human body, and with the virtues ascertained to belong to the many articles already used in medicine; if after acquiring all this preliminary information he finds that steam, or any particular articles the growth of the United States, are more efficacious in the removal of disease, he is at liberty to employ them, and to enlighten the world by publishing his experience; but until he shall have so studied, and have made such proficiency, the safety of the public demands that his random experiments upon the lives of citizens should, by law, be prohibited. It is the interest of the community that calls for protection, and not that of the medical profession; all the legislation on the subject has had in view the SAFETY OF THE PEOPLE, not the elevation or advantage of the medical practitioner.

Much is claimed by the "botanic doctors," on the strength of the large number of persons who have signed petitions in their favor. They claim that thirty thousand citizens are friendly to their cause. May not the minority of your committee triumphantly ask whether there are not in this State nearly three hundred thousand legal voters at our elections, who have not signed against the abandonment of an existing and proper legislative protection, in favor of science and skill in the healing art.

The experience of every member of this House will demonstrate to him how easily signatures to petitions can be obtained, no matter for what object or end. That many persons have signed the petitions referred to your committee through a common facility of disposition to oblige an applicant, by doing that which at first blush he may think can not affect his personal interests, they think will not be doubted by the House. That others may have signed the petitions under erroneous notions, which the botanic doctors have sedulously attempted to inculcate, is not improbable, as the

botanic doctors endeavor to create the belief that it is against the existing law to prescribe as drinks either mullen or catnip teas.

If a measure should be adopted for taking the sense of the people upon this subject, through the ballot boxes, the minority of your committee would cheerfully submit to the decision that should be made by that great and true *democratic* test of public opinion.

That the provision requiring every student to study a specified term under the direction of some practising physician and surgeon, and then to submit to an examination and be approved, before a competent board of officers, previous to his admission into society as a physician, is a wise and wholesome regulation, the minority of your committee feel confident that *none* will deny. If this conclusion be just, is it right to require the regularly educated physician to conform to these stipulations, and still allow others to come into practice upon equal terms with him, from whom no such requirements have been exacted? The minority of your committee can not for a moment consent to the justice of such a conclusion.

If true policy and sound reason require that *all* physicians and surgeons should have devoted time and exertion in the prosecution and acquisition of medical science, then even handed justice would dictate that they should be protected in the enjoyment of the fruits to be derived from their scientific attainments. If this be just, is it not also reasonable? Why should one set of men be required to perform a certain course of study, and to submit to a rigid and scrutinizing examination, in order to qualify themselves as physicians, and at the same time another set be allowed to come into practice without any previous preparation. That any person can, by nature or instinct, and without a long previous course of study and observation, become acquainted with the human system, with disease in all its numerous and diversified characters, and with the most judicious mode of treatment, is assuming too much for the intelligence of the age, and totally at variance with the observation of all.

There is another mode by which, (as the minority of your committee are informed,) the "botanic doctors" seek to recommend themselves to the credulous, and upon which they found pretensions even more remarkable than their claim to *instinctive* or *natural* capacity to practise medicine, to wit, through the medium of

a "patent," by the agency of which "botanic physicians," are manufactured with as great facility and ease as patent plough shares or "*hob nails*." What peculiar virtue a piece of parchment, under the great seal of the United States, may be supposed to impart, and how far it may advance, in this instance, its possessor, in medical science, the minority of your committee will not undertake to say; but they may be permitted, they trust, (without the imputation of prejudice,) to express their doubts in the infallibility of *such* an evidence of skill and science. What possible advantage such a patent may be to its possessor, or benefit to the community, it is impossible to conceive. Every person, upon a moment's reflection, will at once perceive that *it* can not impart to its recipient any knowledge of the construction or organization of the human frame, or give him any knowledge of the nature and character of disease; neither can it be supposed to convey any special information upon the subject of botany or of medicinal substances, or of NATIVE ROOTS, *barks* and *herbs*, or of chemical, mineral and foreign articles.

Therefore, the minority of your committee are convinced that the *great seal* and *patent* of the United States, will not be urged before this House as a sufficient qualification for a physician; as if *that* of itself was able at once to bestow upon its possessor all the requisite knowledge necessary for a safe, prudent and useful member of this important profession.

Finally, the minority of your committee believe that the present law is not only just of itself and reasonable in its character, but also of great practicable benefit to the public interest.

It is averred by the petitioners, that the State Medical Society improperly influenced the last Legislature to enact the statute of which they complain. This we view as an unjust imputation, both as regards the medical society and the members of the last Legislature. It amounts to saying, that the members of the last Legislature suffered themselves knowingly to be governed in their conduct by improper means.

It is asserted by the majority of the committee, that the present law is useless, and that it does not go far enough to remedy the evils which it was intended to prevent, and that therefore it ought to be repealed.

To this reasoning we dissent. The fact that the botanic doctors are crying out against the law passed last winter, affords strong

reason to believe that that law has already begun to produce its intended effect upon the illegal practice of medicine.

It ought to be borne in mind, that if the provisions of the law be repealed pursuant to the prayer of the petitioners, there will then be left no well grounded hope that any student of medicine will hereafter qualify himself by a sufficient term of study and submit to an examination before he commences the practice of physic and surgery. How can it be expected that any young man wishing to engage in this profession, will employ four years of the prime of his life, and expend from five hundred to one thousand dollars in money to fit and prepare himself for this profession, while he is left at perfect liberty to-commence practice, under the assumed name of "botanic doctor," without any previous preparation.—Where is the man, young or old, who will submit to a long, tedious and laborious course of study, if proper and sufficient inducements are not held out to him as an eventual reward for such labor and study.

The minority of the committee believe, that if the act in question should be repealed, there would be reason to apprehend that a great portion of the medical science which has grown up under the fostering protection of our laws, and of which the State has just reason to be proud, will be in danger of being prostrated, and that the necessary consequence would be to fill the country with unlearned, ignorant and unskilful practitioners of physic and surgery—a consequence to be dreaded by *all*, and desired by no friend to the happiness, comfort or *liberty* of the people.

From the foregoing examination of the subject referred, and for the reasons above assigned, the minority of your committee have come to the conclusion, that to grant the remedy asked for by the petitioners, would be detrimental to the best interests of the community.

It is with great diffidence in their own judgments that the minority venture to recommend the denial of the prayer of so large a number of petitioners; and they aver, that a sense of what they deem due to the public welfare, has alone constrained them to recommend, (as they now do,) that the prayer of the petitioners be denied.

All which is respectfully submitted.

EDWARD LIVINGSTON,
DUBOIS BURHANS,
A. R. MOORE.

STATE OF NEW-YORK.

No. 191.

IN ASSEMBLY,

February 18, 1835.

REPORT

Of the select committee on the petition of the grand jurors of the county of Franklin.

Mr. A. Hascall, from the select committee to whom was referred the petition of the grand jurors of the county of Franklin, praying for the passage of an act to prohibit the sale of spirituous liquors in the said county on Sunday,

REPORTED:

That the petitioners represent that great disturbances often occur in some parts of that county on Sunday, in consequence of the sale of ardent spirits on that day, to persons who come under the denomination of travellers, and to whom by any existing law, the sale of spirits is not prohibited.

It appears by the petition, that many persons residing along the northern boundary line of the the county of Franklin, are in the practice of riding or travelling to church from the distance of fifteen or twenty miles, and consequently claim the privilege of travellers to purchase and drink ardent spirits, and the venders of such liquors claim the right to sell to them on Sunday.

By the Revised Statutes, part 1, chap. 20, title 8, article 8, sec. 72, it is enacted that "no keeper of an inn or tavern, or of any ale-house or porter-house or grocery, nor any other person authorised to retail strong or spirituous liquors, shall on Sunday, sell or dispose of any ale, porter, strong or spirituous liquors, excepting

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to lodgers in such inns or taverns, or to persons actually travelling on that day, in the cases allowed by law." And by the 70th section of the same title, it is provided, that "no person shall travel on the first day of the week, called Sunday, unless in cases of charity, or necessity, or in going to, or returning from, some church or place of worship, within the distance of twenty miles, or going for medical aid," &c.

Your committee believe, that the sale of intoxicating liquors on Sunday, is not prohibited by any other statute than the one above recited, which contains an express exception of persons travelling on that day in cases allowed by law; and by another section of the same article, all persons are allowed to travel the distance of twenty miles on Sunday, in going to, or returning from, some church or place of worship.

Your committee are of the opinion, that persons who may be inclined to devote that day to scenes of recreation and dissipation, may avail themselves of the exception contained in the Statute in favor of travellers, and escape the penalties which others not more guilty would incur: as by attending some place of worship during any portion of the day, they become persons travelling in a case allowed by law. And your committee are satisfied, by the statements of the petitioners, as well as by the knowledge which some of the committee possess, of the character and habits of a portion of the population residing on either side of the northern boundary line of this State, that such abuses have often occurred, to the great disturbance and annoyance of the peaceable and orderly portion of that community; and that the evils complained of are of a nature and extent that require legislative interference.

Your committee believe with the petitioners, that these evils cannot be effectually prevented unless an act be passed prohibiting the sale of spirituous liquors to any person whomsoever in the county of Franklin on that day.

Your committee have, therefore, directed their chairman to prepare a bill in accordance with the views of the petitioners, and to ask leave to present the same.

No. 193.

IN ASSEMBLY,

February 20, 1835.

RESOLUTION

Offered by Mr. Livingston, from the committee on the judiciary, proposing an amendment to the Constitution of this State.

Resolved, That the following amendment be proposed to the Constitution of this State, and that the same be referred to the Legislature next to be chosen, and published in pursuance of the provisions of the first section of the eighth article of the said Constitution:

“ That so much of the fourth section of the fifth article of the Constitution of this State, as limits the number of justices of the Supreme Court be abolished, and that hereafter there shall be four justices of said court, unless the Legislature shall see fit to authorize the appointment of a larger number of justices; and that so much of the fourth section of the fifth article of said Constitution as relates to circuit judges, be, and the same are hereby abolished; and further, that said Constitution be further amended by authorizing the Legislature to establish a superior court of common pleas, of concurrent jurisdiction with the Supreme Court, (in all cases excepting such as the Legislature may hereafter except;) and further, that all writs of error from either the said Supreme Court or Superior Court of Common Pleas shall be brought to and heard before the Court of Errors, provided for in said article fifth of the Constitution; and further, that the said Superior Court of Common Pleas shall consist of a chief justice and four justices, and no greater number without the Legislature shall otherwise di-

rect, any of whom may hold the court, and who shall respectively hold their offices by the same manner of appointment, and under the same tenure, and subject to the same constitutional privileges and restrictions as are granted to or imposed upon the judges of the Supreme Court by said Constitution; and further, that the said chief justices and justices of the said Supreme Court and Superior Court of Common Pleas shall, in the trial of all issues joined in either of the courts last mentioned, and in courts of oyer and terminer and general jail delivery, possess all the powers now conferred on the circuit judges of this State, and that it shall be the duty of the said chief justices and justices of said courts, to hold all circuit courts for the trial of all issues joined in either of said courts in the several counties of this State, subject nevertheless to legislative direction and control."

STATE OF NEW-YORK.

No. 194.

IN ASSEMBLY,

February 18, 1835.

REPORT

Of the select committee on the petition of William H. Spencer.

Mr. Hutchinson, from the select committee to which was referred the petition of William H. Spencer of Geneseo, in the county of Livingston, asking that a law may be passed authorizing him and his associates to build a dam across the Genesee river between the towns of Geneseo and York,

REPORTED:

That the petitioner represents, that a dam and boat lock can be so constructed in the Genesee river, within two miles north of the bridge that crosses the river between said towns of Geneseo and York, as to afford great conveniences for mills and other hydraulic purposes, without injuring the navigation of said river.

Your committee are well aware of the fact, that the inhabitants in the vicinity of the proposed dam and lock, are situated several miles from any flouring mill, and that a mill at the place proposed by the petitioner, would greatly accommodate the inhabitants of Geneseo and several of the adjoining towns: That a dam and boat lock at the place proposed, so far from injuring the navigation of said river, would, in the opinion of your committee, greatly benefit the navigation, particularly at a low stage of the water in the summer and fall months: That a dam and lock, like the one proposed by Mr. Spencer, was erected some two years
[Assem. No. 194.]

since by Erastus Bailey, several miles below the place proposed by your petitioner, and experience has shown that the erection of the dam and lock has been a material benefit to the navigation of said stream.

Your committee are not aware that there is the slightest objection to the passage of the act proposed, and they have therefore prepared a bill with such provisions as would, in their opinion, guard the rights of the public, and would respectfully ask leave to introduce the same.

STATE OF NEW-YORK.

No. 196.

IN ASSEMBLY,

February 2, 1835.

ANNUAL REPORT

Of Peter Lansing, an Inspector of Lumber in the city of Albany.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

Peter Lansing, one of the inspectors of lumber for the city and county of Albany, respectfully reports the following lumber inspected by him in the year 1834.

| Fest. | Per M. | Total value. |
|--------------------------------|--------|------------------|
| 81,303 white wood boards,..... | \$10 | \$813 08 |
| 216,746 pine boards, | 17 | 3,684 68 |
| 5,740 oak timber,..... | 18 | 103 32 |
| 11,830 bass wood plank,..... | 7 | 82 81 |
| 13,556 oak plank,..... | 18 | 244 00 |
| <hr/> 329,175 | | <hr/> \$4,927 84 |

Fees,..... \$106.05.

PETER LANSING, *Inspector.*

STATE OF NEW-YORK.

No. 198.

IN ASSEMBLY,

February 2, 1835.

ANNUAL REPORT.

**Of William Barber, Inspector of beef and pork in the
county of Oneida.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

This may certify, to the honorable the Legislature of the State of New-York, that I, William Barber, inspector of beef and pork in and for the county of Oneida, of said State, do report as follows, viz: That I have inspected and branded, according to the best of my knowledge and ability, during the year 1834, 1,048 barrels, and 55 half barrels of beef and pork, all of good quality, as follows:

| | Per bbl. | Total value. |
|-------------------------------|----------|--------------|
| 202 bbls. mess pork,..... | at \$13½ | \$2,727 |
| 455 bbls. prime pork,..... | 10 | 4,550 |
| 12 half bbls. mess pork,..... | 7 | 84 |
| 116 bbls. mess beef,..... | 8 | 928 |
| 275 bbls. prime beef,..... | 5 | 1,375 |
| 43 half bbls. mess beef,..... | 5 | 215 |
| | | <hr/> |
| | | \$9,879 |
| | | <hr/> |

Received for inspecting, 15 cents for each barrel, and 10 for each half barrel, amounting in all to \$162.70.

WILLIAM BARBER, Inspector.

Lee, January 28, 1835.

[Assen. No. 198.]

STATE OF NEW-YORK.

No. 199.

IN ASSEMBLY,

February 3, 1835.

STATEMENT

**Of the Funds of the Commercial Bank of the city of
Albany.**

COMMERCIAL BANK, }
Albany, Feb. 3, 1835. }

SIR—

I have the honor to transmit enclosed, the annual statement
of the funds of this institution.

I have the honor to be, sir,

With great respect,

Your most ob't servant,

H. BARTOW, *Cashier.*

Hon. CHARLES HUMPHREY,
Speaker of the Assembly.

*A statement of the Funds of the Commercial Bank of the city of
Albany, February 3, 1835.*

| | |
|--|--------------|
| Bills discounted, all of which are considered good and secure, | \$910,083 05 |
| Do. doubtful, but from which something hereafter will be realized, | 2,477 35 |
| Notes on other banks and checks at sight, all of which are good, | 347,643 05 |
| Gold and silver, | 68,498 48 |
| Balances due from banks in this State, all of which are in good credit, | 409,543 77 |

Carried forward, \$

[Assem. No. 199.]

| | | |
|--|------------------|-----------------------|
| Brought forward, | \$ | |
| Advances made on real estate, (to remove incumbrances,) held as security on the debt of Joseph Alexander, | | 10,756 92 |
| Stock of the State of New-York: for this sum being premium, commissions, exchange, and interest on \$150,000 canal stock, sent to the Rothschilds, London, for sale, the account of which has not yet been rendered, but the par value of which has been received, | | 13,165 30 |
| | | <u>\$1,662,161 52</u> |
| Capital stock, | 200,000 00 | |
| Profit and loss, | \$86,836 88 | 86,836 88 |
| from which is to be deducted the expenses of the bank, | \$2,349 31 | |
| and this sum being interest accrued on deposits not yet carried in account, | 13,643 34 | |
| | <u>16,992 65</u> | |
| Nett profits, | \$69,844 23 | |
| Bank notes in circulation, | 116,365 00 | |
| Dividends uncalled for, | 967 48 | |
| Balances due to banks in this State, | 301,175 86 | |
| “ “ out of the State, | 93,743 64 | |
| Albany Savings Bank, | 198,391 56 | |
| Treasurer of the State of New-York, | 151,810 46 | |
| Commissioners of the Canal Fund, | 102,500 00 | |
| Individual credits, | 315,330 64 | |
| | | <u>\$1,662,161 52</u> |

Albany County, ss.

John Townsend, president, and Henry Bartow, cashier, being sworn, depose and say, that the foregoing statement contains a full and true account of the funds and property of the Commercial Bank of Albany; that the capital stock of the bank is \$300,000, all of which is paid in, and that the amount of specie above re-

ported, to wit, \$68,492.48, is bona fide the property of the bank, and has not been borrowed, or in any wise obtained with a view to make this return; and further, that the Commercial Bank holds the title of Joseph Alexander, in fee under a fereclosure in chancery, to the Adelphi Hotel, the value of which is applicable to his whole debt to the bank, which is amply secured, but not yet liquidated, being in the hands of the counsel of the bank.

JOHN TOWNSEND, *President.*

H. BARTOW, *Cashier.*

Sworn to before me, this 3d
day of February, 1835.

J. LANSING, *Judge of Albany*
common pleas, counsellor, &c.

STATE OF NEW-YORK.

No. 201.

IN ASSEMBLY,

February 3, 1835.

ANNUAL REPORT

**Of Thomas Moore, Inspector of Fish in the city and
county of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

Annual report of the subscriber, one of the inspectors of fish for the city of New-York, for the year commencing on the first day of January, 1834, and ending on the 31st day of December, in the same year.

The fees received by me for the inspection, &c, of the same are set opposite to the respective qualities and quantities hereinafter mentioned, that is to say:

| | | | | Fees per bbl. | Total fees. |
|------------------|---------------------|------------|------------|--------------------|-----------------|
| 4 bbls. | No. 1 mackerel, | repacked, | ..... | 37½ | \$1 50 |
| 7 bbls. | 2 | " | " | 37½ | 1 63 |
| 5 bbls. | 3 | " | " | 37½ | 1 87 |
| 831 bbls. | 3 | " | inspected, | 12½ | 103 88 |
| 246 ½ bbls. | 3 | " | " | 12½ per ½ b. | 80 75 |
| 51 bbls. | codfish, | repacked, | ..... | 37½ per b. | 19 12 |
| 4 bbls. | herring, | inspected, | ..... | 12½ | 50 |
| 1 bbl. | condemned mackerel, | ..... | ..... | 12½ | 18 |
| Carried forward, | | | | | <u>\$160 38</u> |

| | |
|--------------------------------------|-----------------|
| Brought forward,..... | \$160 38 |
| Deduct for labor hire,..... | \$39 08 |
| " " contingent expenses, 12 17 | |
| | <u>51 20</u> |
| | <u>\$109 18</u> |

All which is respectfully submitted.

THOMAS MOORE, *Inspector.*

New-York, January, 1835.

STATE OF NEW-YORK.

No. 202.

IN ASSEMBLY,

February 3, 1835.

ANNUAL REPORT

**Of John Bran, Inspector of Beef and Pork in the
county of Monroe.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

I, John Bran, inspector of beef and pork in said county, respectfully report, that I have, within the year ending 27th January, 1835, inspected

| | | |
|----------------------------|--------------|-------------------|
| 780 bbls. prime pork,..... | \$7 per bbl. | \$5,460 00 |
| 456 bbls. mess pork,..... | 10½ " | 4,788 00 |
| 80 bbls. mess beef, | 7 " | 560 00 |
| <hr/> 1,316 | | <hr/> \$10,808 00 |

Fees, at 15 cts. per barrel,..... \$197 40
Brining and cooperage, at 10 cts.... 131 60

JOHN BRAN, Inspector.

Bushnell's Basin, Monroe co. January 27, 1835.

STATE OF NEW-YORK.

No. 203.

IN ASSEMBLY,

February 3, 1835.

ANNUAL REPORT

Of E. Miller, an Inspector of Flour and Meal for the city and county of Albany.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

In pursuance of a law regulating the inspection of flour and meal in this State, I herewith transmit to your honorable body a statement of the number of barrels and half barrels of flour and meal, the qualities and average value per barrel, inspected by me in the city and county of Albany, from January 1st, 1834, to February 1st, 1835, together with the amount of fees and disbursements on such inspection, viz:

| | Average price Per bbl. | Total value. |
|-------------------------------------|---------------------------|--------------------|
| 124,565 bbls. superfine flour,..... | \$5 | \$622,825 00 |
| 3,747 ½ bbls. " | 2½ | 10,335 88 |
| 3,344 bbls. fine flour,..... | 4½ | 15,466 00 |
| 1 ½ bbl. " | 2½ | 2 37 |
| 327 bbls. bad,..... | 4 | 1,308 00 |
| 2,037 bbls. fine midlings,..... | 3½ | 7,384 13 |
| 894 bbls. midlings,..... | 3½ | 2,905 50 |
| 31 bbls. ship-stuffs,..... | 2½ | 77 50 |
| 5 bbls. rye,..... | 3½ | 18 75 |
| 28 bbls. buckwheat,..... | 4½ | 122 50 |
| 40 ½ bbls. " | 2½ | 90 00 |
| <hr/> 125,019 | | <hr/> \$660,525 63 |

Fees on 135,019 bbls. and 4 bbls. at 2 cts each,.. \$2,700 38
Weighing 689 light bbls. of the above at 6 cts.,.. 40 14

\$2,740 52

Disbursements for deputies, &c.,..... 997 78

\$1,742 74

E. MILLER, *Inspector.*

Albany, January 31, 1835.

STATE OF NEW-YORK.

No. 204.

IN ASSEMBLY,

February 2, 1835.

ANNUAL REPORT

**Of Abraham Dally, Inspector General of Domestic
Spirits in the city of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

A true and just return, made from the monthly returns of the
different inspectors of domestic spirits, from January 1st, 1834, to
January 1st, 1835, inspected in the city of New-York, viz:

| | Total fees. |
|-----------------------------------|-------------------|
| 39,664 barrels,..... 7 cts. | \$2,776 48 |
| 5,134 hhds. 9 | 462 08 |
| 5,452 casks, proved only,... 4 | 218 08 |
| | <hr/> |
| | \$3,456 62 |
| 25 per cent, general's fees,..... | 864 15 |
| | <hr/> |
| | <u>\$2,592 47</u> |

Whole number of galls. proof liquor, 9,659,465.76.

ABRAHAM DALLY,
Inspector-General.

No. 205.

IN ASSEMBLY,

February 17, 1835.

REPORT

Of the committee on trade and manufactures, on the memorial of sundry inhabitants in the counties of Oneida and Otsego.

Mr. Quackenboss, from the committee on trade and manufactures, to whom was referred sundry memorials of inhabitants in the counties of Oneida and Otsego, praying relief against certain oppressive practices on the part of manufacturing incorporations:

REPORTED:

That they trust they have given to the subject all the attention which its merits seem to demand; and they conceive it to be one of very great importance to those upon whom the injury complained of falls, as set forth in said petition; that the two most prominent evils complained of the memorialists are,

1st. The practice of manufacturing incorporations in issuing due bills or orders to their workmen, to pay them for their services, and which are made payable in goods out of their own store, and which are worth, as they represent, not to exceed seventy-five cents on the dollar; and

2d. That the number of hours they are required by the established customs and rules of these incorporations to labor each day, is altogether too great a proportion of their time, being injurious

to health, and depriving them of all means of recreation and of mental or other improvement.

That the memorialists set forth in their petition, and of the facts your committee cannot entertain a doubt, that these incorporations, or many of them, instead of paying their laborers in cash, or even in goods at market prices, pay them in due bills or orders made payable at their own stores, for the amount of their wages; that attached to said petitions are several specimens of those due bills or orders, of which the following are copies:

“ New-Hartford Manufacturing Society.

“ 1. On demand, we promise to pay the bearer in goods at our store in New-Hartford, one cent.

“ New-Hartford, July 4th, 1833.

“ S. HICKS.”

“ 8. No. 45.

“ Due the bearer three cents in goods from the store of the Oaksville Manufactory, at their customary (3) retail prices.

“ Oaksville, February 20, 1834.

“ J. DENSLOW, Agent.”

“ XII.

XII.

“ State of New-York.

“ Due the bearer in goods from the store of the Union Cotton Manufactory, twelve cents.

“ Hartwick, April 24, 1834.

“ E. McKINNEY, Agent.”

That those due bills being drawn upon their own stores, where they fix their own prices of the goods in which they are to be paid, as well as furnish such quality and kind of goods, and such only, as will best promote their own interest; are worth in cash only from fifty to seventy-five cents on the dollar, and the loss falls wholly upon the poor laborer. Take for instance the case of a poor family in a manufactory, whose nominal wages are a dollar per day, being three hundred and twelve dollars per year; the amount they would in fact receive, (allowing these orders to be worth seventy-five cents on the dollar,) would be only two hundred and thirty-four dollars. The nominal wages for such family for ten years, three thousand one hundred and twenty dollars, but the amount actually received, would be only two thousand three

hundred and forty dollars; thus depriving them in ten years, of seven hundred and eighty dollars which they had earned, and to which, on every principle of fair dealing, they were entitled.

That the petitioners represent the practice in relation to the payments made to the workmen to be as follows, viz : The agent or clerk keeps in his drawer or other place of deposit, these bills for different amounts, from one cent upwards, executed in a manner similar to bank bills, and when a workman is settled with, and the sum due him ascertained, he receives for it a bill of that amount. If his necessities require some article not contained in the store, he trades it off to the farmer, or other person who happens to have the article he wants, at a discount of from twenty-five to fifty per cent, and if the workmen or person to whom he transfers the bill, chances to want only a part of its amount out of the store, he receives in these bills, one or more, equal to the amount of the balance handed over by the clerk, as the ready money or change would be by a clerk in a bank; thus in fact, putting these bills into circulation as money, making them the circulating medium in that vicinity where they are thus issued, which is within the spirit of the act restraining private banking, rendering that law entirely nugatory, as well as the law against the circulation of bills below the denomination of one dollar.

And the memorialists further represent, that the persons employed in these manufactories, are required to labor from twelve to fourteen hours each day, being several hours more daily labor than is exacted even from the convicts in our State Prisons; these laborers have thus no opportunity for ordinary and necessary relaxation and recreation, or for mental improvement, and the children among them are necessarily brought up in comparative ignorance, and are unfitted to become valuable citizens.

Your committee, as well from the facts stated in the petition as from other information upon which they can rely, and their own observation, are satisfied that the long and continued confinement at labor in these manufactories, in a hot and somewhat impure atmosphere, is unfavorable to health, and injurious to the constitutions of those who are thus confined, and particularly to children.

Your committee are aware that it may be said that every person has a right to make such contracts as he pleases, and upon such advantageous terms as will best promote his interest. But it

will be found, upon examination, that not only has legislators, but all civilized governments, stepped forward and so far interfered, with what would have otherwise been deemed private rights, as to prevent oppression of every kind, although the oppressed submitted to it to some extent voluntarily. For instance, in the law against usury, the experience of ages has shown that it is necessary to protect the borrower from the avarice of the lender, by imposing no less a penalty upon him than the loss of his debt, should he assume to take more than a certain established rate of interest.

The Legislature have also imposed a penalty upon the proprietors of stages for keeping in their employ intemperate and drunken stage drivers, by which the lives and property of the passengers might be endangered. It might be well said, if there was any thing in the suggestion above referred to, it would apply with peculiar force to their case, as no person is under any obligation to contract to ride in a stage coach.

In like manner also do our statutes provide that no physician or other person shall keep poison of any description, without the vessel or place where it is kept is labelled, under a severe penalty; and it is presumed that no one ever questioned the wisdom of such a law, evidently necessary for the public good.

It is also a standing maxim of our common law that no act or confession shall prejudice a party, unless it is done not only voluntarily, but free from all restraint or compulsion whatever; even so far does it go that a judgment confessed by a defendant when under arrest may be avoided, unless he does it under the advice of an attorney of the court employed by him, who is present at the time, and with whom he can consult.

Again, in our criminal courts, the confession of the accused is not allowed to be given in evidence against him, if such confession has been made when either threats or encouragement of pardon, or other favor was held out to him. So careful have our laws been to protect the rights of those who were supposed to act under influence calculated to, or which might probably have prevented a fair expression of their sentiments and of the truth.

Your committee can not conceive of any case where any portion of persons in this country could be placed where they would be more likely, from their peculiar situation, to be improperly

operated upon in making their contracts than that of the poor and indigent females and children in these manufactories, who are literally driven there, in many instances, to gain a subsistence, by the death of parents and other misfortunes, and are, of all others that can be imagined, the least able to assert and maintain their rights. In many establishments, where none but stout, healthy men are employed, who are able and competent to understand and maintain their rights when invaded, the case is entirely different.

Your committee are aware that it has been the settled policy of this State, and of the general government, to protect and encourage manufactures by various legislative provisions, by exempting them, under some circumstances, from taxation entirely, and exempting the workmen from military and other duties imposed upon other classes. Nor do your committee desire to recommend any measure calculated to disturb this wise policy: but they apprehend that a law correcting the evil above complained of, by restricting them in their issuing these bills, and regulating the hours of labor, would in the end facilitate, rather than retard, the success of these institutions. As it would take from them features which certainly appear objectionable, and of which the petitioners, as your committee think, justly, have complained.

But as this is a matter of much interest to the petitioners, and in framing a law to protect those who have reason to complain great care should be taken, and much legal skill is required; your committee, instead of asking leave to report a bill, have deemed it expedient to refer the subject to the law committee of the House, and therefore offer the following resolution:

Resolved, That this report, and the several petitions accompanying it, be referred to the committee on the judiciary, to report their views upon the subject, and such a bill as, in their opinion, will remedy the evils complained of.

STATE OF NEW-YORK.

No. 206.

IN ASSEMBLY,

February 3, 1835.

ANNUAL REPORT

Of Horace Turner, Inspector of Beef and Pork in the
county of Rensselaer.

TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.

I, Horace Turner, Inspector of beef and pork, residing in the town of Lansingburgh, in the county of Rensselaer, do hereby certify and report: That since the first day of February, 1834, I have inspected, under and by virtue of my said office, twenty-nine barrels of pork.

| | Average value Per bbl. |
|---------------------------|---------------------------|
| 13 bbls. mess pork,..... | \$14 |
| 16 bbls, prime pork,..... | 10 |
| Fees,..... | 2.90 |

And also, since the 1st day of February, 1834, I have inspected, as approved, 3,950 bbls. of beef and 200 half barrels of beef, of the qualities as follows:

| | Average value Per bbl. |
|------------------------------|---------------------------|
| 1,769 bbls. mess beef,..... | \$8 25 |
| 2,152 bbls, prime beef,..... | 5 25 |
| 29 bbls. cargo beef,..... | 3 75 |
| 200 ½ bbls. mess beef,..... | 5 00 |
| Fees. | \$415. |

H. TURNER, *Inspector.*

Feb. 1, 1835.

[Assem. No. 206.]

STATE OF NEW-YORK.

No. 207.

IN ASSEMBLY,

February 4, 1835.

ANNUAL REPORT

**Of Stephen E. Malitz; Inspector of Beef and Pork
in and for the county of Onondaga.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

The report of the subscriber, an inspector of beef and pork in
and for the county of Onondaga, respectfully sheweth, that I have
inspected in the last year

| | | |
|--------------------------------------|-------|-------------------|
| 185 bbls. mess pork for C. Perdu,... | value | \$2,035 00 |
| 12 bbls. " White,..... | \$11 | 132 00 |
| 11 bbls. prime pork for " | 9 | 99 00 |
| 165 bbls. " D. Earll,.... | 9 | 1,665 00 |
| 21 bbls. mess pork, " | 10 | 210 00 |
| <u>394 bbls.</u> | | <u>\$4,141 00</u> |

Fees, \$98.50.

All which is submitted.

STEPHEN. E. MALITZ, *Inspector.*

STATE OF NEW-YORK.

No. 208.

IN ASSEMBLY,

February 19, 1835.

REPORT

Of the select committee on the memorial of the mayor, aldermen and commonalty of the city of New-York.

Mr. Ringgold, from the select committee to which was referred the memorial of the mayor, aldermen and commonalty of the city of New-York, for the passage of an act authorizing a per centage to be added to unpaid taxes,

REPORTED:

That it appears, from the memorial of the common council of New-York, that owing to the unwillingness of many of the inhabitants to pay their taxes, so long as it can be avoided, much inconvenience is occasioned, and the common council are frequently compelled to borrow large sums of money at interest to meet the current expenses of the city. This course is pursued principally by wealthy people, whose taxes are of considerable amount, and who, in order to retain the use of the money themselves as long as possible, put the collectors off until the last moment. The common council are of opinion that this evil would, in a great measure, be remedied by adding an interest of one per cent, monthly, upon such taxes until paid, allowing until the 1st of February for the payment of the tax, without such interest, which would be a period of about three months after the books are put into the hands of the collectors; and they ask for the passage of a law authorizing such interest to be added.

Your committee have duly considered this subject, and they agree with the views of the memorialists that a law of this character will have the effect of stimulating men of property to pay their taxes more promptly than has hitherto been the custom. They beg leave, therefore, to introduce a bill for this purpose.

STATE OF NEW-YORK.

No. 209.

IN ASSEMBLY,

February 19, 1835.

REPORT

Of the committee on the judiciary, on the petition of the sheriff, and other persons, of the county of Cayuga.

Mr. Livingston, from the committee on the judiciary, to which was referred the petition of the sheriff, and other persons, of the county of Cayuga, relative to the situation of Noah Burnham, a prisoner confined in the jail of that county, upon a charge of murder,

REPORTED:

That the petition discloses that the said Burnham was, at a court of general sessions held in Cayuga county in September last, indicted for the murder of one George W. Rogers; that the alleged murder was committed on the 28th day of August last; that the deceased and Burnham, at the time of the commission of the supposed crime, were both convicts confined in the Auburn State Prison; that strong doubts were entertained as to the sanity of Burnham, at the time of his killing the said Rogers; that at a court of oyer and terminer, held for the county of Cayuga, in October last, Burnham was arraigned upon the said indictment, but that the court, upon perceiving the prisoner's situation, appointed three respectable and competent physicians to examine into his case, and report to the court their opinion touching his sanity; that after a full and patient

investigation, the said physicians unanimously reported that Burnham was insane; that some time in November last, the sentence of Burnham to the State Prison expired; that at the expiration of said sentence, he was removed from the State Prison to the common jail of Cayuga county; that since such removal, he has continued insane, and the greater part of the time raving mad, so much so, that scarcely any clothing can be kept upon him; and further, that circumstanced as he is, he cannot receive proper medical aid.

The petitioners state, that from the facts which attended the murder, taken in connection with the previous actions of Burnham, that they are fully convinced that he has long labored under mental alienation. They therefore pray for the passage of a law discharging Burnham from imprisonment, and the making such disposition of him as may be consistent with humanity and justice.

Your committee are informed that the deceased, and his fellow prisoner, had had no previous quarrel, and no reason can be given for the perpetration of the crime with which Burnham is charged, without imputing it to his insanity. Burnham and the deceased were at work making chairs, and while Rogers was in a stooping attitude, Burnham struck him a blow on the head, which killed him in an instant. Burnham had been convicted in the county of Chautauque for an assault and battery, with intent to kill.

It is further represented to your committee, that there are now three crazy persons in the poor-house of the county of Cayuga, all of whom are discharged convicts from the State Prison. From this statement, it would seem unjust that the county of Cayuga should be burthened with the charge and support of the said Burnham.

It needs no argument, under the state of facts presented, to prove that it would be dangerous to the lives of our citizens, to set Burnham at large. And it appears to your committee as an act of humanity to Burnham that the State should provide for an attempt to bring him back to a state of sanity.

Your committee therefore recommend that a law be passed, authorizing the sheriff of the county of Cayuga to contract with the governors of New-York Hospital, for the safe keeping of the said

Burnham at the expense of the State. Such contract, however, to be approved of by the Governor before it shall become valid.]

Your committee now ask leave to bring in a bill to carry into effect the above recommendation.

All which is respectfully submitted.

STATE OF NEW-YORK.

No. 210.

IN ASSEMBLY,
February 4, 1835.

ANNUAL REPORT

**Of N. Wilson, Inspector of Beef and Pork in the
county of Greene.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

**Report of the Inspector of beef and pork of the county of
Greene, for the year 1834. Inspected**

| | Value. |
|------------------------------|-------------|
| 3,191 bbls. prime beef,..... | \$16,952 19 |
| 504 bbls. mess beef,..... | 4,221 00 |
| 67 bbls. cargo beef,..... | 251 25 |
| <hr/> | |
| 3,762 bbls. | |
| 61 ½ bbls. mess beef,..... | 263 06 |
| <hr/> | |
| | \$21,687 50 |
| <hr/> | |

| | |
|------------------------|----------|
| Fees,..... | \$570 40 |
| Deduct expenses, | 188 10 |
| <hr/> | |
| Nett receipts,..... | \$382 30 |
| <hr/> | |

N. WILSON, Inspector.

Catskill, January 26, 1835.

[Assem. No. 210.]

STATE OF NEW-YORK.

No. 211.

**IN ASSEMBLY,
January 21, 1835.**

MESSAGE

**From the Governor, transmitting the Annual Report
of the Adjutant-General.**

TO THE ASSEMBLY.

GENTLEMEN—

I herewith transmit to you the annual report of the Adjutant-General.

W. L. MARCY.

Given, Jan. 20, 1835.

[Assem. No. 211.]

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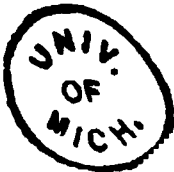
For the

| ISSUES AND REMARKS. | | | |
|---------------------|--------------------------|---------------------------|----------|
| | Saddlers. Cartridges. | Horses 14 1/2 hands high. | Saddles. |
| 8 | ..... | 195 | 195 |
| 2 | 197 | 741 | 741 |
| 2 | ..... | 369 | 369 |
| . | | | |
| 8 | ... | 782 | 784 |
| . | | | |
| 7 | 156 | 316 | 316 |
| 5 | 445 | 895 | 922 |
| 2 | 1798 | 3298 | 3307 |
| 4 | ... 26 | 430 | 430 |
| 0 | | 170 | 165 |
| 4 | 26 | 600 | 595 |

[Assem. No. 211.]

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ANNUAL RETURN

Of companies of Artillery, &c. attached permanently, or for inspection, to the different brigades of Infantry, for the year 1834.

| Number of Companies. | COMPANY OFFICERS. | | | | | | | | | | PRIVATES. | | Total officers, non-commissioned officers, musicians and privates, present & abs't. |
|----------------------|-------------------|------------------|-----------------|----------|-------------------|---------|-----------|---------|-----------|---------|-----------|---------|--|
| | Commissioned. | | | | Non-Commissioned. | | | | | | | | |
| | Captains. | 1st Lieutenants. | 2d Lieutenants. | Cornets. | Sergeants | | Corporals | | Musicians | | | | |
| | | | | | Present. | Absent. | Present. | Absent. | Present. | Absent. | Present. | Absent. | |
| 50 | 50 | 47 | 47 | 10 | 157 | 36 | 128 | 40 | 146 | 22 | 1878 | 958 | 3019 |

RECAPITULATION.

| | |
|--|---------|
| Horse Artillery,..... | 1,271 |
| Cavalry,..... | 7,225 |
| Artillery, | 11,896 |
| Infantry, (including Light Infantry and Riflemen,)..... | 163,801 |
| Companies of Artillery, &c., attached permanently, or for inspection,..... | 3,019 |
| Total,..... | 186,212 |

Adjutant-General's Office, 31st December, 1834.
LEVI HUBBELL, Adj. Gen.

STATE OF NEW-YORK.

No. 212.

IN ASSEMBLY,

February 19, 1835.

REPORT

Of the committee of ways and means, on the petition of sundry inhabitants of the town of New-Hartford, Oneida county.

Mr. Dayan, from the committee of ways and means, to whom referred the petition of sundry inhabitants of the town of New-Hartford, Oneida county, praying for an alteration of the law relative to taxing manufacturing incorporations,

REPORTED:

That they have had the said petition under consideration. They have bestowed considerable reflection upon the evils of which the petitioners complain, and to which the attention of the committee has been particularly directed. By the ninth section of title fourth, chapter thirteen of the first part of the Revised Statutes, "if the president, or other proper officer, of an incorporated company named in the assessment roll, shall show, to the satisfaction of the board of supervisors at their annual meeting, within two days from the commencement thereof, by the affidavit of such officer, to be filed with the clerk of the board, that such company is not in the receipt of any profits or income, the name of any such company shall be stricken out of the assessment roll, and no tax shall be imposed upon it." The petitioners claim that the burben of taxation should be born equally by all citizens, either in their individual or corporate capacity, in proportion to the valuation put upon their property by the officers appoined for that purpose. By the section of the law above mentioned, an incorporated

[Assem. No. 212.]

company may be possessed of any amount of property, but if not in the receipt of any profits or income they are exempt from taxation. They claim this to be unequal taxation, and therefore unjust in its operation.

Your committee agree in sentiment with the petitioners, that all direct taxation should be equal. Taxation is least onerous when all classes of persons and property bear the burthen alike: and the least discrimination or exemption, unless founded in the strongest principles of political economy, and sustained by justice, ought at all times, and under all circumstances, to be discountenanced; and particularly so when the exemption is made in favor of one branch of industry to the manifest injury of another. The true principle of taxation is that all should contribute to the public expenses, in proportion to the means each have to pay. The tax payer surrenders a part for the protection of the residue; and thus the obligation between him and the government is mutual. The means each has to pay is ascertained by an equalized valuation affixed by the assessors on all taxable property.

Your committee, with due deference to past legislation, have sought in vain for the just principles or sound policy of the law so justly complained of by the petitioners.

If it is sound in principle, or correct in theory, to exempt one class of unproductive property, it must be equally sound and correct that the principle should apply to all unproductive property. To the farmer, mechanic, and in fine to all classes of men, and to all branches of industry, such a course as this doctrine would inevitably lead to, requires no great stretch of intellect to discover would soon unhinge and destroy the whole system of an equitable and equalized taxation.

Your committee believe that, under the existing law exempting manufacturing companies from taxation, great frauds might be, if they have not already been committed.

Your committee have, therefore, to render the system of taxation as near equal as practicable, and to avoid the evil of the existing law, so loudly and justly complained of, come to the conclusion that so much of the Revised Statutes as exempts from taxation incorporated companies which do not yield any profits on their capital, ought to be repealed; and to that end they have directed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 213.

IN ASSEMBLY,

February 20, 1835.

REPORT

Of the committee on claims, on the petition of Lucas Elmendorf.

Mr. Burhans, from the committee on claims, to which was referred the petition of Lucas Elmendorf, praying for compensation for services performed under a law of this State,

REPORTED:

Assuming that all the facts in this case are correctly set forth in the petition, it presents one of great hardship upon the petitioner. According to his representation he has been much aggrieved, and as he alleges, through defective legislation.

Whatever may be the merits of his application in this point of view it does not belong to this committee to pass upon the question; for, upon the most careful consideration of the facts set forth in the petition, they do not perceive that the petitioner has any just claim upon the public treasury founded upon any service rendered the State, under any contract therewith, expressed or implied.

Your committee ask the adoption of the following resolution:

Resolved, That the committee on claims be discharged from the further consideration of the petition of Lucas Elmendorf, for compensation for services performed under a law of this State, and that the same be referred to the Attorney-General.

[Assem. No. 213.]

STATE OF NEW-YORK.

No. 214.

IN ASSEMBLY,

February 21, 1835.

REPORT

Of the committee on claims, on the petition of John Shiland.

Mr. Burhans, from the committee on claims, to which was referred the petition of John Shiland, praying relief,

REPORTED:

The petitioner sets forth in his petition, that he was the owner of two lots of land in the town of Putnam, in the county of Washington, known as lots No. 84 and 88, in "*John Williams' north tract*;" that although he was a non-resident of said town, he was personally assessed and charged with taxes on said lots, from the year 1808 to 1823; that said taxes were duly paid by his agent to the town collector, who paid over the same to the treasurer of the county; and that notwithstanding he was personally taxed for said lots, as if he was a resident of the town, the collectors returned lot No. 88 as a non-resident lot, on which the taxes were represented to have been unpaid for the years 1808-9-10-11 and 12, amounting to the sum of \$2.64, for which, and the charges on the same, amounting in the whole, to \$4.98; said lot was sold by the Comptroller, for the non-payment of taxes, in November, 1815.

The petitioner represents that the lot was worth, at that time, more than one thousand dollars; and further, that from the year 1809 to 1821, the same was in possession of a family who were by law liable to pay the said taxes, and had ample means, had they been called upon; and that being ignorant of the fact that

the said lot had been sold, he continued to pay the taxes thereon for eight successive years thereafter; and that inasmuch as the same has been conveyed to the purchaser by the deed of the Comptroller, he is remediless; as by the act regulating the assessment and collection of taxes, a deed given by the Comptroller on the sale of land for taxes, is declared "*conclusive evidence*" that the sale was regular, according to the provisions of the act; and he is consequently precluded from shewing the illegality of the acts of the town officers of the town of Putnam, in any, action at law, to recover his property.

The petitioner concludes his petition by praying the Legislature to reimburse him for his loss, occasioned by the irregular and illegal proceedings of the town officers, upon whose returns his lands have been sold, either by giving him a sum of money equal to the value of his lands, or by granting him other lands in lieu thereof. The facts set forth in the petition are verified by several affidavits of the petitioner and other persons.

Your committee have carefully considered this case, and in investigating the same, have had occasion to refer to the Journals of former Legislatures, and that nearly every session since 1826, they find that the petitioner has presented his claim; and that the same has been examined by the Commissioners of the Land-Office, as well as by committees of the Senate and Assembly, who have made elaborate and able reports thereon, (to which your committee respectfully beg leave to refer the House,) all arriving at the same conclusion, viz: that the prayer of the petitioner ought not to be granted.

Your committee do not deem it necessary to report at great length the reasons which influence them to the same conclusion; and although from the peculiar nature and hardship of the petitioner's case, his claim upon their sympathetic and benevolent feelings may be strong, they cannot conceive that he has any equitable claim upon the Legislature, to restore to him that which he has lost either through his own negligence, or the wrong acts of town officers. Your committee therefore recommend the adoption of the following resolution:

Resolved, That the prayer of the petitioner be denied.

No. 215.

IN ASSEMBLY,

February 20, 1835.

REPORT

**Of the committee on the judiciary, on the petition of
Mary Seymour.**

**Mr. Livingston, from the committee on the judiciary, to which
was referred the petition of Mary Seymour, of the town of Salem,
in the county of Washington, praying for a divorce,**

REPORTED:

**That the petitioner represents, that on the 26th day of May,
1825, she was married to one John M. Seymour, of said county;
that to induce her to contract matrimony with him, he fraudulently
represented that he was in independent circumstances; that short-
ly after her marriage, her husband commenced and continued a
course of harsh and cruel treatment towards the petitioner, and
without any bad conduct on her part; that the said John was at
the time of the said marriage, and is still, insolvent; that the said
John leads an idle and dissolute course of life; that after living
with her husband four months, their personal effects were sold,
and that since that period, she has not lived with or cohabited with
her said husband; that her said husband, about the time she quit-
ted him, was arrested for the crime of grand larceny; that he was
convicted in March, 1826, for said offence, and sentenced to the
State Prison at Auburn, for five years, at hard labor; that since the
expiration of his said sentence and his consequent discharge from
imprisonment, he has pursued a dissolute and profligate course of
life; that he continues to treat the petitioner in an unfeeling and**

cruel manner ; that said petitioner suspects her husband has been guilty of adultery, but she admits that she has no positive or sufficient circumstantial evidence to prove said charge.

Admit all this to be true, and then it may be asked whether or not the wish expressed in the petition should be granted. We think not. Why so? The answer is, that public policy forbids it. If applications like the present should be granted by the Legislature, then we should necessarily have to constitute ourselves into a court for the settlement of matrimonial conflicts. Would this be wise and politic? Certainly not. And moreover, to grant what is asked for, would be in direct contravention, (with a single exception,) of the established policy of the State upon this important and interesting subject.

The arguments against granting divorces beyond the cases provided for by law, have so often been given to this House in the shape of reports, that it is deemed unnecessary to state them in this report. The committee content themselves, if there should be any who may doubt the correctness of the conclusion to which they have come in this case, to recommend to them a perusal of said reports.

From the preceding statement of facts, (which show very plainly that the Legislature ought not to interfere in this case,) your committee have arrived at the conclusion, that it would be impolitic to pass any law in pursuance of the prayer of the petition.—The members of the committee duly commiserate the difficulties and embarrassments under which the petitioner is suffering, but a sense of public duty constrains them to recommend that the prayer of the petitioner be denied, and have leave to withdraw her petition.

No. 217.

IN ASSEMBLY,

February 23, 1835.

REPORT

**Of the committee on grievances, on the petition of
Adonijah Carter.**

Mr. Adams, from the committee on grievances, to which was referred the petition of Adonijah Carter, asking relief on account of the loss of his eye sight, occasioned while on duty in the military service of this State,

REPORTED:

The petitioner represents, that in the year 1826 he was an enlisted gunner in a company of artillery, attached to the 62d regiment of infantry, of the militia of this State; that while on duty on the 13th day of September, in the year aforesaid, in obedience to the laws, and under the command of his superior officers, he was severely injured by the explosion of a cartridge, while in the act of loading the piece, in consequence of which injury he has ever since been blind; that he has a family dependent on him for support, and therefore asks the State to aid him in such manner as the Legislature may deem just.

In support of this application, the petitioner produces sundry certificates, all bearing date within the last year, as follows: Lewis C. Davis, colonel, and Supply Chase, lieutenant-colonel of said regiment, certify that they are personally acquainted with the transaction; that in their opinion the accident was the result of mismanagement; but in consequence of the gun being defective at the

muzzle, there being several cavities around the mouth, in which some portion of the envelope containing the previous charge probably remained, and which probably caused the disaster.

John Arnold, late captain of, &c., certifies that the statement above made by colonels Davis and Chase is correct; that he commanded the company of artillery at the time the disaster happened, and that Adonijah Carter was enlisted in said company as a gunner.

William A. Cook, brigade-inspector of the 27th brigade of New-York State infantry, certifies that he was present at the time the accident happened; that the petitioner was in the act of his duty, and that the explosion was not from any improper management of the piece, in his opinion, but from the gun being unsound and unfit for service.

Amos P. Granger, late brigadier-general of 27th brigade, certifies that he was present at the time of the accident, and concurs with major Cook in the above statement.

Your committee have also had the personal attendance of the petitioner before them, from which it is entirely apparent, that the petitioner is laboring under the grievous affliction represented in his petition. He represents to your committee, that he has a wife, and a child about nine years old; that he is the owner of 40 acres of land, on which he lives in Onondaga county, worth about \$350; that the 40 acres are part of a 100 acre lot formerly owned by his father, and on which his father, prior to his title to the 40 acres, had created a mortgage incumbrance, which still exists to the amount of about \$300; and that the mortgagor still owns 60 acres of the said 100 acre lot. The petitioner further states, that he owns a yoke of oxen, three cows and some other personal property; that he has resided upon the said 40 acres of land ever since the accident aforesaid happened; that he has been assisted by the kindness of his friends, but notwithstanding such assistance, he has, by being compelled to hire most of his farm work done, been gradually compelled to create debts against him, until they now amount to about \$200, which he has it not in his power to pay; and that unless he can obtain some relief, the small property he now has, will inevitably be taken from him, and which, were it not for the misfortune complained of, he could

have retained and improved for his own comfort and that of his family.

Your committee have applied their best judgment to the merits of the application, and can arrive at no other conclusion, than that the petitioner justly deserves relief. He was in the discharge of a public duty imposed upon him by law, with a piece furnished by the government, and which he was compelled to use. He was guilty of no negligence; the disaster was caused by the defects, as is believed, in the piece so furnished, and from the use of which, the petitioner could not abstain without the violation of a public law; and having obeyed the legal requirement by which he was injured, your committee feel justified in considering his case not very unlike those cases where wounds and disabilities are received while in the war service of the country, in which cases, the magnanimity and patriotism of the government, has in fit cases, granted relief.

Your committee have, therefore, directed their chairman to ask leave to introduce a bill.

No. 218.

IN ASSEMBLY,

February 26, 1835.

REPORT

**Of the Committee on Indian Affairs, on the petitions
of Josiah Rawson and Robert Toan.**

Mr. Moseley, from the Committee on Indian affairs, to whom was referred the several petitions of Josiah Rawson and Robert Toan, of the town of Lenox, and county of Madison, praying for an act authorising the Commissioners of the Land-Office to convey to them certain lands belonging to individual members of the Orchard party of Oneida Indians, and by them sold to the petitioners,

REPORTED:—

That the petitioners represent that “the Orchard party of Oneida Indians,” in a treaty made with this State, in the month of February last, granted unto Betsy Hill, a member of their tribe, twenty-five acres of land, situate in the town of Vernon, in the county of Oneida, upon condition that she should pay to the State the appraised value thereof. That soon thereafter, the premises were surveyed by order of the Surveyor-General, and duly appraised at the sum of \$8 per acre: That on the 14th day of October last, the said Betsy Hill being unable to pay the amount due the State on the premises, and being desirous to dispose of her interest in the same, did sell and dispose of her interest, in said premises, unto the petitioners for the sum of \$162.50: That said petitioners paid the said Betsy Hill the full amount of the purchase money, and took from her a conveyance of said premises, subject to the amount due thereon to the State. And they further represent that the said

[Assem. No. 218.]

Betsy Hill is a person of good understanding and correct habits, and that she made said contract by and with the advice of her friends. The petitioners now ask for the passage of an act authorizing the Commissioners of the Land-Office to convey said premises to the petitioners on their paying the monies due to the State thereon.

Accompanying said petition is the certificate of said Betsy Hill, that a petition had been read and interpreted to her, and that the matters therein set forth were true, and that she united in the prayer of said petition: The execution of which certificate is attested by Timothy Jenkins, attorney for the Oneida Indians, and Martin Denny, interpreter. Subjoined to which is the further certificate of Solomon Davis, resident missionary among said Indians, and also of the aforesaid attorney and interpreter for said Indians, that they have been acquainted with the said Betsy Hill for several years; that she is a person of good understanding and correct habits: that said contract between the said Betsy Hill and the petitioners was made and the money paid in their presence, and that the same was in all respects fair and honest. And the said interpreter further certifies that he correctly interpreted said petition to the said Betsy Hill, and that he verily believes she fully understood the contents thereof.

The petitioners likewise represent, that "the Orchard party of Oneida Indians," in a treaty made with the State in the month of February last, granted to Lewis Denny, a member of said tribe, seventy-five acres of land, situate in the town of Vernon, in the county of Oneida, upon condition that he should pay into the treasury of this State the appraised value thereof. That said premises were duly appraised at seventeen dollars per acre. That subsequent to said appraisal, and on the 7th day of June last, the petitioners purchased of said Lewis Denny his interest in said premises for the sum of \$300, subject to the amount due to the State thereon, which said sum of \$300, the petitioners have fully paid to the said Lewis Denny; and they ask for the passage of an act authorizing the Commissioners of the Land-Office to convey said premises to the petitioners, on the payment of the sum due the State thereon.

Accompanying said petition is the certificate of Timothy Jenkins, attorney for the Oneida Indians, and other citizens of said

county, that they are acquainted with said Lewis Denny: that he is a man of intelligence, and well understands the English language: That he knows the value of his property, and is provident of the same: That the price for which said premises were sold by him is the full value thereof. Subjoined to which are the further certificates of Solomon Davis, resident missionary among said Indians, and of Martin Denny, interpreter, and other citizens of said county, of the payment of said purchase money to said Denny; all which facts are further confirmed by the petition of said Denny, (the execution of which is attested by the aforesaid attorney for said Indians,) uniting in the prayer of the petitioners first named.

On referring to the record of the treaty had on the 26th day of February, 1834, between the Governor of this State and the chiefs of the Orchard party of Oneida Indians, (now in the office of the Secretary of State,) the committee find, that on the sale of the right and title of the Indians to certain lands, they stipulated that "Twenty-five acres of said lands were to ensure to the benefit of Elizabeth Doxstader, and seventy-five acres to the benefit of Lewis Dana, in manner following, that is: that whenever either the said Lewis Dana or Elizabeth Doxstader shall produce satisfactory proof, that the amount of the appraisement of the soil and improvements on his or her part has been paid to the Treasurer of the State, then the State will cause letters patent to be issued to the person having produced such proof." The committee have fully satisfied themselves, by interrogating Daniel Bread, the principal chief of the First Christian Party of Oneida Indians, and Solomon Davis, resident missionary among said Indians, (who was present at said treaty,) that the aforesaid Betsy Hill is the same person referred to in said treaty by the name of Elizabeth Doxstader; and that the said Lewis Denny is the same person referred to in said treaty by the name of Lewis Dana. And from the evidences recapitulated in this report, the committee are equally satisfied that the said Betsy Hill and Lewis Denny have received from the petitioners a fair equivalent for their respective interests in said lands, and that they assent to the conveyance of the same to the petitioners, on their payment of the sums due the State thereon.

In recommending the prayer of the petitioners to the favorable consideration of the Legislature, your committee are not unmindful that the Constitution and laws of this State have declared

“that no contract made with the Indians, for the sale of lands in this State, is valid, unless made under the authority, and with the consent of the Legislature:” and that by “An act relative to the different tribes and nations of Indians within this State,” passed 10th April, 1813, it is made a penal offence for “any person, without the authority and consent of the Legislature of this State, to purchase any lands within this State, of any Indian residing therein, or make any contract with any Indian for or concerning the sale of any lands within this State.” The question naturally suggests itself, whether the acts cited do not inhibit any contract with the Indians for their lands, without the authority of the Legislature, *first had and obtained*: and if so, whether the Legislature can, with propriety, give the relief sought by the petitioners, and thereby ratify an agreement prohibited by law. Was this a question of first impression it would present to the minds of your committee grave difficulties, but they do not feel themselves at liberty to question the construction repeatedly given to this law by former Legislatures. Similar contracts made with the Indians have from time to time been confirmed by legislative enactments; and it will readily be conceded that the necessity of such act, to give force and effect to any agreement made with the Indians for the purchase and sale of their interests in lands, will be a sufficient guarantee that their rights will be protected.

In conclusion, your committee, believing the petitioners contracted with the Indians in good faith, and intending to apply for the consent of the Legislature, recommend that the relief sought by them be granted; and they ask leave to introduce a bill for that purpose.

No. 219.

IN ASSEMBLY,

February 4, 1835.

ANNUAL REPORT

Of the Trustees of Union College.

To the **HON. CHARLES HUMPHREY,**
Speaker of the House of Assembly.

SIR—

Annexed is the annual report of the Trustees of Union College to the Legislature, which you will have the goodness to present to the House of Assembly.

Yours respectfully,

JONAS HOLLAND,

Treasurer.

January 20, 1835.

*Report of the Trustees of Union College, for the year 1834, to the
Honorable the Legislature.*

The board of trustees of Union College respectfully report to the honorable the Legislature of the State of New-York,

That the present faculty consists of the following persons, viz:

ELIPHALET NOTT, D. D., L. L. D., *President.*

ROBERT PROUDFIT, D. D., *Professor of Greek and Latin Languages.*

ALONZO POTTER, D. D., *Professor of Moral Philosophy and Rhetoric.*

BENJ. F. JOSLIN, A. M., M. D., *Professor of Natural Philosophy.*

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JOHN A. YATES, A. M., *Professor of Oriental Literature.*

ISAAC W. JACKSON, A. M., *Professor of Mathematics.*

THOMAS C. REED, A. M., *Professor of Political Economy.*

CHESTER AVERILL, A. M., *Professor of Chemistry and Botany.*

PIERRE A. PROAL, A. M., *Instructor in French and Spanish.*

JOHN NETT, A. M., *Tutor.*

EDWARD SAVAGE, A. B.

ALBERT T. CHESTER, A. B.

Fellows.

That sixty-five young gentlemen were admitted to the degree of Bachelor of Arts at the last annual commencement: that the whole number of students, for the current year, has been two hundred and sixty-one.

That the annual expense of a student in the institution, including board, tuition and books, is about one hundred and twelve dollars: the terms of admission, and the course of studies afterwards to be pursued, will appear from a printed statement accompanying this report.

That the Classical Library for the use of students is continued, from which indigent students receive their books gratis; and eighty-five young men have been otherwise assisted during the last year from the fund granted by the State for that purpose.

The thirty-five thousand dollars appropriated to the permanent support of officers; the five thousand dollars for establishing a Classical Library, and the five thousand dollars for aiding indigent youth, arising from the lotteries heretofore granted to Union College, have been, and continue invested according to law; which investiture constitutes a permanent fund, amounting to forty-five thousand dollars.

They have only to add, that during the last year, the students of the Institution have generally prosecuted their studies with diligence, and conducted in a manner satisfactory to the faculty.

JONAS HOLLAND, Treasurer.

January 20, 1835.

Course of studies, laws, &c. of Union College.

COURSE OF STUDIES,

Preparatory for admission into Union College.

Riggs' Latin Grammar, and Farrand's Latin Course.

Selectæ e Vet. Eutropius; and Clark's Introduction.

Corn's. Nepos, Cæsar's Commentaries.

Virgil, Cicero's Select Orations, Moore's Greek Grammar, Testament, Greek Introduction and Græca Minora.

Arithmetic, English Grammar and Geography.

Less attention is paid to the particular books read, than to the amount of knowledge acquired.

COURSE OF STUDIES

Pursued after admission into Union College.

FRESHMAN CLASS.

First Term.

Cicero de Officiis, de Amicit. &c.

Horace and Latin Prosody—with Composition and Declamation.

Herodotus and Thucydides, Græca Maj.

Second Term.

Xenophon's Cyrop'a. and Anabasis.

Horace, Roman Antiquities.

Livy—with Composition and Declamation.

Third Term.

Sallust.

Algebra—(through equations of the first degree,)..... Bourdon.

Lysias, Isocrates and Demosthenes—with Composition and Declamation.

CLASSICAL COURSE.*

SOPHOMORE CLASS.

First Term.

Tacitus' History.

Xenophon's Mem. and Plato, Græca Maj.

Algebra, continued, Bourdon.

Second Term.

Aristotle, Dyonisius and Longinus, Græca Maj.

Tacitus, continued,

Plane Geometry..... Legendre.

* Either course at the choice of the Student.

Third Term.

Homer's *Odyssey*,..... *Græca Maj.*
 Solid Geometry,..... *Legendre.*
 Logic.

JUNIOR CLASS.

First Term.

Trigonometry and Applications,..... *Legendre.*
 Hesiod and Sophocles,..... *Græca Maj.*
 Rhetoric,..... *Blair.*

Second Term.

Cicero de Oratore.
 Conic Sections,..... *West.*
 Natural Philosophy—(*Statics.*)..... *Farrar's Mechanics.*

Third Term.

Political Economy.
 Medea, &c..... *Græca Maj.*
 Natural Philosophy, (*Dynamics, Hydros. &c.*) *Farrar's Mechanics.*

SENIOR CLASS.

First Term.

Intellectual Philosophy, *Stewart or Brown.*
 Lectures on Electricity and Magnetism, and Biot's Optics.
 Elements of Criticism,..... *Kames.*

Second Term.

Astronomy;..... *Farrar's Biot.*
 Moral Philosophy,..... *Paley.*
 Kames and Lectures on Chemistry.

Third Term.

Hebrew.
 Greek Testament, with Lectures on Biblical Literature.
 Lectures on Elements of Criticism, Chemistry, Botany and Mineralogy.

SCIENTIFIC COURSE.*

SOPHOMORE CLASS.

First Term.

History, *Tytler.*
 Arithmetic, *Hassler.*
 Algebra, continued,..... *Bourdon.*

Second Term.

History, continued,..... *Tytler.*
 Natural Theology,..... *Paley.*
 Plane Geometry,..... *Legendre.*

* Either course at the choice of the Student.

Third Term.

Natural History,..... Ware.
Solid Geometry,..... Legendre.
Logic.

JUNIOR CLASS.

First Term.

Trigonometry and Applications,..... Hassler.
Algebra,..... Bourdon.
Rhetoric,..... Blair.

Second Term.

French.
Descriptive Geometry, *Davies*.—Analytic Geometry of
two dimensions, *Boucharlat*.
Natural Philosophy,—(*Statics*.) *Farrar's Mechanics*.

Third Term.

Differential and Integral Calculus,..... *Boucharlat*.
Analytic Geometry of three dimensions,..... *Boucharlat*.
Natural Philosophy,—(*Dynamics, Hydros. &c.*).. *Farrar's Mech.*

SENIOR CLASS.

First Term.

Boucharlat's Mechanics.
Lectures on Electricity and Magnetism, and Biot's Optics.
Elements of Criticism,..... *Kames*.

Second Term.

Moral Philosophy,..... *Paley*.
Astronomy,..... *Farrar's Biot*.
Kames and Lectures on Chemistry.

Third Term.

Law,—*Kent* or *Blackstone*.
Anatomy and Physiology.
Lectures on Elements of Criticism, Chemistry, Botany and Mine-
ralogy.

INFORMATION.

Character.

Candidates are required to furnish evidence of their good moral
character, and if from another college, a regular dismissal or let-
ter of request.

Age.

Sixteen years of age are requisite to admission: the candidate
enters, however, any class for which he is qualified.

PAYMENT.

There are three terms of study in each year, and the expense of
each is paid in advance. Students, unless from another college,

entering the Freshman Class, pay \$5.00; the Sophomore \$7.00; the Junior \$9.00; and the Senior \$12.00, which is the only retrospective expense incurred by entering in advance.

Guardian.

All moneys intended for the use of students are required to be transmitted to the College Register, who acts as fiscal guardian in their behalf, and transmits to each parent, at the end of every term, a detailed account.

Annual Expense.

| | |
|--|---------|
| College bills, including board in the hall,..... | \$98 00 |
| Fuel and light,..... | 8 50 |
| Washing, | 6 00 |

Total, about..... \$112 50

Students boarding out of the Hall, and students remaining in vacation, incur an additional expense for board.

The expense for clothing and pocket money will vary according to the economy of individuals. A student who remains in vacation may, with *strict* economy, clothe himself and pay all his other bills with less than \$200.00. A student not strictly economical, and who travels in vacation, will require from \$ to \$

CHARITY STUDENTS.

Their Annual Expense.

| | |
|--|---------|
| Board in the Hall, (at temperance table,)..... | \$36 00 |
| Wood and light,..... | 6 00 |
| Washing, | 6 00 |

Total,..... \$48 90

Residence.

Rooms are assigned the students in the same edifices that are occupied by the President and Professors, and their respective families.

Instruction.

The classes are divided into Sections, according to attainment, or choice of studies, and the several Sections are instructed by the President and Professors.

Government.

The government is, for the most part, parental and preventive, and devolves on the President and resident professors. Those students who do not cheerfully submit to it, are silently dismissed.—No student is allowed to visit taverns or groceries; to be out of his room at night, or to go out of town at any time, without permission; nor is any society allowed to hold its meetings at night.

Exercises.

Athletic exercises are encouraged, and ample grounds are furnished, free of expense, for those who prefer devoting their hours of recreation to agricultural pursuits.

Commencement.

Commencement is on the 4th Wednesday in July; after which there is a vacation of six weeks.

Vacations.

There are two other vacations, the one in December, the other in April. The Seniors have no additional vacations, nor are there any holydays. It is desirable that students should either return home or visit their friends during the vacations. And when parents cannot provide for this, the faculty should be apprized of it, that arrangements may be made in season to secure for them a proper residence.

Merit Roll.

An accurate and daily account of the delinquences of every student, and also of the degree of his attainment, in conduct, scholarship and attendance, is kept, and the summing up of these items determines the place of each upon the Merit Roll; a copy of which items is transmitted to the parent.

Examinations.

A committee is annually appointed, who examine the several classes publicly, at the close of each term, and make a written report thereof.

STATE OF NEW-YORK.

No. 220.

IN ASSEMBLY,

February 27, 1835,

REPORT

Of the select committee on the petition of the collectors of taxes in the city of Albany.

Mr. Livingston, from the select committee to which was referred the petition of the collectors of taxes in the city of Albany,

REPORTED:

That the petitioners set forth that by their warrants they are bound to collect the sum of \$80,667.50, and that they have collected only about the sum of \$55,000. They further state, that owing to the illness of one of the collectors, and from other adverse circumstances not under their control, they will not be able to collect the amount of tax specified in their warrants within the time prescribed by law. They ask to have the time extended to the 14th of March next, to enable them to collect said taxes.

Your committee have prepared a bill in accordance with the prayer of the petition, which they now ask leave to introduce.

All which is respectfully submitted.

No. 224.

IN ASSEMBLY,

February 24, 1835.

REPORT

Of the committee on claims, on the petition of Uriah Jacobs.

Mr. Cuykendall, from the committee on claims, to which was referred the petition of Uriah Jacobs, praying for compensation for revolutionary services,

REPORTED:

The petitioner represents, that he served as a matross in the war of the revolution, in the company of captain George Fleming, in the second regiment of New-York artillery, commanded by colonel John Lamb; that he served as aforesaid, under an enlistment from the first day of August in the year 1780, to the end of the war; that in the month of November, 1782, he went with his lieutenant, Peter Nestell, into the county of Dutchess on recruiting service, leaving the army at New-Windsor; that he continued with his lieutenant as aforesaid until about the time the army was disbanded, and was then honorably discharged by the said lieutenant Nestell, with a written discharge; that he kept his discharge about twenty years, when he lost it by the upsetting of a canoe on the Delaware river; that in consequence (as he supposes) of his being absent from his company at the time of his discharge, his name was not returned with the rest of his company as one of those entitled to bounty lands.

The facts set forth are sworn to by the petitioner, as appears from the certificate (thereunto annexed) of a commissioner of deeds of the county of Tioga.

Accompanying the petition is the affidavit of Isaac Wood, Esq. from which it abundantly appears that the petitioner was duly enlisted on the first day of August, 1780, in captain George Fleming's company of artillery, in colonel John Lamb's regiment, and that he was so enlisted to serve during the war, (as set forth by the petitioner,) and that he served under his enlistment to the twentieth day of November, 1782.

It is proven by Mr. Wood, that from the weekly returns, as appears from entries made in the company book of the said captain George Fleming, (now in deponent's possession, and which entries are in the hand writing of captain Fleming,) it appears that one captain-lieutenant, one sergeant, and one matross, whose name is not mentioned, were absent on recruiting service, from the fourteenth day of November, 1782, to the twenty-sixth day of December, in the same year, at which said last date, the said weekly returns were closed in said book; and that it appears, from other papers in his possession, that the captain-lieutenant so absent was Peter Nestell; and also that it is recorded in said company book, that Uriah Jacobs drew various articles of clothing from the twenty-fourth day of March, 1781, to the twentieth day of November, 1782.

Your committee cannot conceive why the petitioner should have neglected for more than fifty years to ask for his share of bounty lands, which he conceives to be due, and for which he now asks compensation, which taken in connection with the fact that lieutenant Nestell was absent on recruiting service as early as the fourteenth of November, 1782, and the petitioner present with his company, drawing various articles of clothing, on the twentieth day of the same month, has induced your committee to give their opinion, that the petitioner is not entitled to the compensation asked for, and therefore ask leave to offer the following resolution:

Resolved, That the prayer of the petitioner, Uriah Jacobs, be denied.

STATE OF NEW-YORK.

No. 225.

IN ASSEMBLY,

February 24, 1835.

REPORT

Of the committee on Indian affairs, on sundry memorials from the counties of Onondaga and Cortland.

Mr. Moseley, from the committee on Indian affairs, to whom was referred numerous memorials from the counties of Onondaga and Cortland, praying for a grant from the State of the sum of \$2,000, for the purpose of improving a road through the lands of the Onondaga Indians,

REPORTED:

That the memorialists represent, that the principal road from the counties of Cortland, Broome, Tioga and Tompkins, to the Onondaga Salt Springs, crosses the lands of the Onondaga Indians; that so much of this road as is within the Indian lands, is, during a considerable portion of the year, nearly impassable; that much of the adjoining land is not cleared, so that the road does not improve in the summer season as rapidly as if it passed through a cultivated country; that the road is not worked by the Indians, and that the ordinary labor upon the highways of the inhabitants of the adjacent territory, is wholly inadequate to perform the work required on this road; that resort has frequently been had to individual subscriptions for repairing this road; but they are found ineffectual to the end desired, and the memorialists allege, that *while these lands are occupied by the Indians, it is impracticable to make the road passable, without aid from the State.*

The memorialists submit, that inasmuch as this road leads directly to the Salt Springs of Onondaga, and is the only avenue to those springs, which has not been improved by the funds of the State or by local taxation, that such aid may with propriety be extended to this object.

They further suggest, that when the title to these lands shall have been vested in the State by purchase from the Indians, (an event to which they look forward with great anxiety, and with confident expectation,) they feel assured the treasury will be reimbursed the expenditure for which they ask, by the increased value thereby given to the lands.

They therefore pray, that the sum of two thousand dollars may be granted for the purpose of improving said road through the lands of the Onondaga Indians.

It is due to the memorialists to say, that the very numerous and respectable signatures to these representations, leave no doubt in the minds of the committee, that the permanent improvement of this road is an object of extended public interest, and that some legislative action is indispensable to attain that object. But the committee are equally satisfied that the requisite funds should be raised by local taxation, and cannot legitimately be drawn from the public treasury. They are the more confirmed in this conclusion by the fact, (of which they are satisfactorily apprized,) that similar applications from other portions of the State, adjacent to Indian reservations, have been denied by former Legislatures, and that a law is now in force imposing a local tax for a similar purpose.

Some little embarrassment may attend a just apportionment of such tax upon the several counties interested in the object sought by the memorialists; properly adjusted, it would be lightly appreciated by the numerous population who now experience the inconvenience complained of.

But as no such relief is at present sought by the memorialists, it only remains for the committee to express their opinion that the prayer of the memorialists ought not to be granted.

No. 227.

IN ASSEMBLY,

February 24, 1835.

REPORT

**Of the committee on grievances, on the petition of
Plynn Darby.**

Mr. Adams, from the committee on grievances, to which was referred the petition of Nathaniel Pitcher and others, asking relief for Plynn Darby,

REPORTED:

That the subject matter of the petition, and the circumstances connected therewith, are stated in the report to this House by the Hon. the Canal Commissioners, to which report your committee beg leave to refer. (See Assembly Doc. No. 118.) And from which it fully appears, that no just cause of complaint for relief exists against the State; and therefore your committee are of the opinion that the prayer of the petitioners ought not to be granted.

STATE OF NEW-YORK.

No. 228.

IN ASSEMBLY,

February 23, 1835.

REPORT

**Of the committee on public lands, on the petition on
Bates Cook.**

The committee on public lands, to whom was referred the petition of Bates Cook,

REPORTED:

That they have examined the same, and find that a similar petition was presented to the last House of Assembly, and referred to the Surveyor-General, to whose report, dated March 3d, 1834, your committee refer, No. 281 of Assembly Documents of 1834. And deeming the request of the petitioner reasonable, they have directed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 229.

IN ASSEMBLY,

February 27, 1835.

REPORT

Of the committee on the incorporation and alteration of the charters of banking and insurance companies, relative to the practices pursued by certain banks, referred to in the Executive message.

Mr. Wilkinson, from the committee on the incorporation and alteration of the charters of banking and insurance companies, who were instructed by resolutions of the House of Assembly, of the 27th of January, to address interrogatories to the presidents, cashiers or other officers of the several banks under the safety fund, (except those in the city of New-York,) requiring immediate answers under oath, in writing, touching the practice referred to in the Governor's message, of exacting premiums on drafts as connected with the business of discounting, &c.,

REPORTED:

That in the performance of the duties imposed upon them by the resolutions referred to, the committee immediately caused a circular, containing a copy of the resolutions and interrogatories adopted and approved by the House, to be addressed to the acting officer of each bank within the resolution, a copy of which circular and interrogatories is hereto annexed.

Answers have been received from all the banks addressed, except one, which they are assured is on the way, and will be separately reported.

The committee have not deemed it advisable to avail themselves of the power conferred on them to send for persons and papers. For the fair and frank manner in which they have generally met the question, the committee refer to the answers themselves, which are annexed, and herewith reported.

These answers were generally received by the committee in the order in which the institutions are distant, or the mail communications are convenient to bring them. In a few instances, the officers of the banks have stated that they were absent when the interrogatories were received, which delayed their answers. We have perceived no disposition to avoid answering the questions propounded to them, and it is due to most of the institutions, that the committee should remark, that the frank and full manner in which they have responded, would entitle them to the deliberate and careful examination of the House, independent of the importance of the subject matter, to which they have been called upon to answer.

Whatever doubts may have been honestly entertained, as to the propriety of the course adopted by the House in directing this mode of examination, as to whether the truth would be elicited, whether they would answer, &c., the committee confidently believe that an examination of all the answers will convince every one that a prudent and an effectual course was adopted.

Before proceeding further, the committee deem it here proper to refer to an occurrence in this House relative to the subject of this investigation, when the resolution under which the committee have acted was under discussion.

A member of this House said (substantially) in debate, that "he had recently received information which had been communicated to him voluntarily, from a source entitled to credit, that some of the banks so far from having discontinued *these practices* were *continuing them to a greater extent than before the Governor's message*:" and he added "that he presumed they felt encouraged to do so, because *so much time* had elapsed without any appearance of legislative action on the subject." On a subsequent day it was remarked in this House, by the same gentleman, that such information was at the service of this committee, and would at any time be disclosed to them. Upon application for that purpose they have been furnished with the following extract from a letter dated

on the 19th of January last, and received by the member above referred to.

“I am not prepared to say that there is a *concert* of action among the banks in this part of the country, but it is very evident that they are all adopting the same course. Instead of discounting notes payable at their counters they are insisting on notes or drafts payable in the city, to a greater extent than before the Governor's message; thus taking to themselves seven spirits more unclean, &c. The reason assigned for this is, that if the recommendation of the Governor is followed, in restricting their circulation and prohibiting small notes, they can not do business in any other way, *for they must have paper they can use in the city*, in case of a pressure on the money market; which will be the case if the Governor's course is adopted.”

The committee are assured that this was the information upon which the statement was made. From a careful examination of this extract they can not perceive that it refers to the matter committed to their charge by the resolution. No fair inference can be drawn from the letter, so far as it is furnished, (and which appears above,) that the writer supposed or intended to say, that the banks, by now insisting on notes and drafts payable in the city, were thereby calculating to derive a further profit by being able to charge the premium of exchange, by the sale of drafts or otherwise to the makers of such paper when it should be mature.

Such an inference is repelled by the explanation which follows in the extract; that they are doing this to furnish themselves with funds in the city, to be the better able to meet a pressure, which they apprehend, if the course recommended by the Governor is adopted.

In the message, the withdrawal of small notes, and the restriction of the issues of banks to their capital, are both suggested. The banks with which the writer of the above extract appeared to be acquainted seemed to apprehend that a pressure would be produced by so important a change in the pecuniary operations of the country as would result from the proposed measures. Whether such would be sound calculations it is not necessary to say, more than that prudent men might entertain them. It would seem that the banks alluded to in the letter were preparing for an emergency, widely different from the pursuit of the practices reprehended

by the Governor in his message; and to investigate which was the object of the resolution under discussion when the above extract was alluded to in debate. Perhaps it is only necessary to say, in addition, that such drafts and notes, payable in the city, as they could use to meet a pressure, would not be the paper upon which they could extort the premium complained of.

The committee would not have esteemed this allusion necessary, had not an idea been widely disseminated, that *important* information was in their reach. That the House may judge of its *importance* and *bearing* upon the matter referred to the committee, they have presented it with their *understanding* of its *purport*.

The attention of the Legislature was called to the subject matter of the investigation by the message of the Governor, in which he remarks, concerning the banks, "that any contrivances which they may resort to, with a design to enhance their profits, should be promptly suppressed, and that he had reason to believe that, in this respect, the public have had just grounds of complaint against some of the banks."

"Instead of discounting notes according to the usual course of business, they have required drafts of their customers, payable at some distant place, knowing that the drawers had not, and did not expect to have funds at such place to pay them; when these drafts arrived at maturity, others were offered to the same banks, and taken in payment of the former. A discount of one per cent beyond the legal rate of interest has been exacted on these successive drafts; and by this mode of doing business, those who have been under the necessity of applying for accommodations to the banks which have resorted to this practice, have been subjected to pay an exorbitant sum for the use of money thus obtained."

The recent report of the Bank Commissioners contains a reference to this subject; and they remark, that the discounting of paper payable in the cities, and "charging the premium of exchange on its renewal, has prevailed, to a considerable extent, among some of the banks in the western part of the State.

"Paper payable in the cities, being preferable to that made payable at home, it is perfectly fair for the banks in the country to give it the preference in their discounts, when actually based upon business operations; but to compel or encourage the making of such pa-

per for the *mere purpose* of being able to exact a premium where there are no funds provided, *or expected* to be provided in the city for its payment, can be nothing less than an evasion of the law, and, in many cases, grossly oppressive upon the borrower."

The offence alluded to in the message, and in the report of the Commissioners, seems to be the discounting of accommodation paper, as it is called, and as a condition, express or implied, requiring it to be made payable at Albany or New-York, on which, at the maturity of the paper, the bank may be enabled to charge the premium of exchange, in addition to the discount on the renewed paper, if a renewal is made. It is the exacting of this premium which constitutes the wrong, since it can only be for that object that such paper is required to be made payable abroad. It could not be of the least advantage to a bank to require its paper payable at Albany or New-York, where the terms of the loan were, that it should be renewed at maturity, unless the exchange could be charged as a part of the transaction.

The object of most of the interrogatories is directed towards this particular censurable practice, which is pointed to in the executive message, and in the report of the Commissioners. Incident to this, is the practice referred to in the 12th, 13th and 14th interrogatories, of retaining such paper at home, against the knowledge of the maker, and at its maturity, charging him the exchange and postage, and the expense of protest, if he suffered the paper to become over due.

The supposed practices of appointing agents to recommend paper for discount; of *requiring* payment in the notes of other banks; of the participation of the officers of the banks in the profits of endorsements, or brokerage of paper; of loaning money to brokers, in the use of which any officer of the bank was interested; of employing brokers in New-York to purchase the paper or bills of the banks at discounts, and of paying out uncurrent paper, which are severally pointed to in the interrogatories No. 20, 21, 22, 23, 24 and 25, are not alluded to in the message, or the report of the Commissioners, nor have they been so generally complained of as to have come to the knowledge of the committee as matters of general interest or censure. It has doubtless been suspected that these practices have been indulged in by the banks at the expense of either customers or the public.

The answers on all these points, are full and positive, and from them the committee cannot infer that there has been any extensive ground for complaint against the institutions for pursuing such supposed practice. The vigilant care of the Bank Commissioners, and the untiring observation of an intelligent public, would soon discover and point to any such evils if they existed. Whether there has, in these respects, been any well grounded complaints, the committee have not the means of judging further than from the answers furnished by the banks. These answers, generally, would seem to be of so positive a nature as in other cases would be deemed conclusive. It is the part of a sound prudence, that we should not lightly entertain suspicions of impurity of motive and conduct, and that opinions prejudicial to the integrity and reputation of any portion of the community, ought to be founded on some rational evidence.

Upon the subject of discounting paper payable in the cities, and of the sale of drafts at a fair premium, (not connected with the business of discounting,) the committee deem it here proper to remark, that they entertain, not only no doubt as to the right of the banks, to select between paper payable in the city and that payable in the country, but that the selection of paper payable in the city, when made so in good faith, is a proper and discreet act on the part of the banks, and does in truth, as they generally state in their answers, make them more extensively useful. In doing so, they are pursuing their legitimate business; which is the discounting of paper given for value received, in the course of regular business operations, and payable where in the ordinary course of trade, funds are to be furnished for the payment of such paper.

When the western purchaser of wheat on commission, for the large dealers in this city, or Troy or New-York, offers to a bank in his neighborhood for discount, the acceptances of such dealers, payable in the city, it is not only the perfect right, but the duty of the bank to take such paper. instead of the notes which may be offered, payable at its counter, and which must be renewed from time to time.

So when paper is drawn upon the city, for the avails of property sent there for sale, and to be payable out of its proceeds, every motive with which the committee can suppose a correct business man to be actuated, would indicate the propriety of freely discount-

ing such paper. This is the business for which banks are instituted. If the *only* paper which they discounted was of this character, the public could not have a higher security for their bank notes in circulation, for all the surplus productions of the country would be pledged for its redemption. The renewal or accommodation loans, which are made to enable the person obtaining them to purchase, or pay for farms, or erect buildings, avail but little to relieve the bill holder. The demands for money to be used in this way, are pressed upon the banks, and they doubtless, sometimes to gratify importunate customers, take such paper, under the circumstances mentioned in the report of the Bank Commissioners, where, knowing the preference given to city paper, accommodation paper of that description has been discounted, and drafts purchased to take it up, while to the bank, the whole transaction appeared to be one of a strictly business character.

It is the available character of the debt due to the bank, that furnishes to the bill holder the most perfect security. Wherever paper is discounted by banks, to enable the persons obtaining the loans to purchase the produce of the country, or to convert the raw material into a saleable article, enhanced in price proportioned to the labor and skill bestowed, they will have furnished not only for their customers but the public, so much circulating medium as the exchanges of the region will require, and they will hold to redeem their bills in circulation, the marketable commodities of the country; the merchandize, the agricultural and manufactured products, all would be pledged to redeem this paper which the banks have set afloat, and their customers, whose drafts upon the consignees of such products for their avails, being held by the banks, would be the agents to convert such property into money for the payment of their own liabilities.

This is the legitimate business of banks, and when pursued is useful to the customer, beneficial to the public, and profitable to themselves. Such paper is almost invariably payable in the cities where the articles for the purchase and manufacture of which it is made, are to be disposed of. Regularly it should be payable no where else. Business paper; of which it is so frequently said, that it is the proper operation of banks to discount, is of course payable wherever the arrangement between the original parties to it may render convenient. The bank taking it has nothing to do with the place of payment, further than to exercise the unquestionable right

to give a preference on account of the *place* of payment, as well as to the security of the parties.

The committee have been led to this apparent digression, in order that the distinction should be properly appreciated, between paper made payable abroad, where the object may be to enable the bank to sell a draft, charging the premium of exchange at its maturity, and that of the character to which we have referred.

An indiscriminate condemnation of the banks, because they prefer business paper, payable abroad, to that payable at their counters, where a renewal is more probable, would be founded so exclusively in error, that it is believed it would not be entertained after a little reflection.

In the executive message, the distinction is clearly pointed to, wherein, it is said that the practice to which allusion is made, is distinct from the fair business of discounting drafts, and the remedy to be applied to it, should leave the right to discount them in the regular course of business unimpaired. To give to the ordinary business of loaning money, the form of buying or selling drafts for the purpose of taking usury with impunity, or as a pretext for extortion, is the practice reprehended.

The evil complained of is to make discounts where a *motive* for so doing is the sale of a draft at a premium as connected therewith. It is easy to perceive that in the variety of business pursued, it may, and it is known, that it often does happen, that paper made payable at the cities, drawn upon the anticipated proceeds of the sale of property sent there, is required to be renewed to prevent a sacrifice of property and the consequent ruin of the owner. The property may be so depreciated in price before the maturity of the paper, as imperiously to require of him to procure the renewal of such paper. An instance of the kind occurred about three years since, when the price of flour fell down so low in market, that had payment of paper drawn for its proceeds, and discounted by the western banks, been enforced, it would have seriously embarrassed a large proportion of the dealers in the article. This instance will show how careful a discrimination is to be exercised.

The sale of drafts upon the city for a fair premium is not objectionable. It is the best, cheapest and most safe mode of transmitting funds. The convenience, and of course the demand for drafts

increases somewhat in proportion to the distance from the cities; while in their neighborhood, where, as upon the river, daily opportunities offer to transmit money with little comparative risk and expense, a far less call exists for drafts. In addition, the paper circulating near the city is generally either at par, or so near it as not to require or induce the purchase of drafts or current paper. A very large proportion of the whole amount collected by New-York merchants in the western part of the State, is remitted to the city in drafts purchased of the banks at a premium. It is customary for country merchants to give their notes payable at the banks in their neighborhood. The amount of most of such notes, when paid, is transmitted to the city in such drafts. The city merchant making his collections through the country, is able, by the ready transmission of a draft through the mail, to save both interest and risk, and pays the premium, under the conviction that it is, to him, a beneficial operation, for the reasons above mentioned. It will readily be perceived why, in the fair course of business, the sale of drafts should, to the western banks, be much more extensive than with those nearer the city. We are not aware that the general rate of exchange charged is extravagant. Though it varied and increased during the pressure of last winter, yet before and since that period, it has probably not been so high as to be matter of serious complaint.

So far as there has been any adjudication upon the points involved in this inquiry, whether the practices of the banks have been usurious, &c.? we believe that the law is settled, that the including of one per cent, for instance, in a promissary note, as the difference in the rate of exchange between the place where the payee of the note resides, and the place of payment, is not *per se* evidence of usury, when the note thus is made payable for the accommodation of the maker. But where the discount of paper payable abroad, is so connected with the sale of a draft, as that such sale shall form part of the inducement for the operation, it becomes censurable; and, in the language of the Bank Commissioners, whether done in pursuance of an express understanding, or so commonly as to be generally understood as a rule of the institution, and a course of business courted and favored by it, we esteem the practice equally reprehensible.

The evidence of the officers of the banks where such a course of business was supposed to have been pursued, shows that the

practice has been strongly condemned by the Bank Commissioners, and that through their admonition, in many instances, a change has been produced. It will be found, on examining the answers, that there is a very great difference in the amounts received for the premiums upon drafts sold by the several banks. In places very similarly situated the amounts vary from *one* to about *six* thousand dollars. Such a variance is believed to be totally irreconcilable with the supposition that it could have been produced by the *fair* sale of drafts for the *purposes of remission*.

To show, in a prominent point of view, the great disparity that exists, it will be found that the amounts received by *three* banks in the western part of the State, located near each other and in adjoining counties, is \$18,885.25, while that received by *fifteen* others, westwardly from Utica, is but about the same sum. These practices, which have excited general inquiry and drawn public censure upon the banks, should be corrected. They are calculated, independent of their immediate and oppressive effects upon the debtors of the banks, to involve in a common suspicion all the institutions of the interior of the State; thus placing many of them in a situation as undeserved as it would be odious.

The Commissioners, in their report upon this matter, suggest a remedy, which they believe will be effectual; and which, should these practices be persevered in, they would approve. A repeal of the charter of an institution whose officers should, in defiance of advice, of the dictates of sound policy, and of the exercise of fair and liberal views, continue to pursue a course that so well deserves the severest animadversion.

The prospective repeal of a charter on account of a breach of good faith on the part of an institution, is well calculated to bring its officers to reflect on their course, and by a change of their mode of business, to endeavor to escape censure and a consequence to them so effectual. Such a repeal, in the opinion of your committee, would, in the present instance, be a measure partaking unduly of severity. Its effects would fall equally upon the guilty managers, and upon the innocent stockholders, who may well be supposed not to have been apprised of the extent of the oppressive and improper conduct of their officers; and who, after the public admonition which this investigation will furnish, may avail themselves of their own direct power upon their agents, to correct such an abuse of their trust.

The committee hope and believe that this investigation will have a salutary influence, and will tend to strengthen the opinion expressed by the Commissioners, that the practices complained of will not be resumed. It is difficult to suggest, or to frame any provisions that may not be abused or evaded, on the one hand; or on the other, that shall not embarrass the fair operations of institutions disposed to pursue a proper and useful course of business.— A determined disposition to evade any law, and to break over restraint hereafter, can be repressed in such a manner, as that at least, with such a bank, the possibility of further misconduct shall be extinguished. It will doubtless be a wiser measure to indicate to them clearly, that the Legislature will hold them responsible in future for the practice of such a course of business as has drawn forth this censure, than to attempt to meet and provide for every case that may be suggested.

While it is proper and necessary to provide against the receipt by the banks of the premium on drafts which are to be used or applied in payment of debts due to them, and to enlarge the powers and duties of the Commissioners, the committee believe that the most effectual check which can be interposed, will be to make the tenure of their corporate existence dependent upon the fair manner in which they exercise the powers granted to them.

The committee have prepared a bill, which they now ask leave to introduce.

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DOCUMENTS.

Copy of Circular addressed to the Banks.

ASSEMBLY CHAMBER, }
Albany, January 28th, 1835. }

SIR—

Accompanying this you will receive the copy of a resolution adopted yesterday, and also of interrogatories prepared pursuant thereto, which have been approved by the House of Assembly.

An immediate answer in writing, under oath, responsive to the several and respective interrogatories is desired from you, addressed to the undersigned.

It is hoped that as little delay as possible will intervene between the receipt of this by you, and your furnishing the answers desired.

By order of the committee on the incorporation and alteration of the charters of banking and insurance companies.

JOHN WILKINSON, *Chairman.*

To

STATE OF NEW-YORK, . }
IN ASSEMBLY, Jan. 27, 1835. }

Resolved, That the standing committee on the incorporation and alteration of the charters of banking and insurance companies be instructed to address interrogatories to the presidents and cashiers, or other officers, of the several banks under the safety fund, (except those in the city of New-York,) requiring immediate answers in writing, to such interrogatories, under oath, touching the practice referred to in the Governor's Message, of exacting premiums on drafts as connected with the business of discounting, and also touching the practice, if any such exist, of causing their customers when applying for loans, to make the notes offered for discount payable at a distant place on which such banks may be in the habit

of selling drafts at a premium, and also touching any other practices inconsistent with fair dealings on the part of these institutions towards the public.

And it is further resolved, That the said committee have power (should they find it necessary) to send for persons and papers, and that they report to this House the result of their investigations with all convenient speed.

By order,

P. REYNOLDS, Jr. Clerk.

INTERROGATORIES

To be addressed to the Presidents, Cashiers or the other Officers of the several Banks in this State under the Safety Fund, (except those in the city of New-York,) under the resolution upon that subject adopted by the Assembly, January 27, 1835.

1st. Has the bank of which you are an officer, when applied to for the discount of paper, compelled, required, encouraged, or recommended, directly or indirectly, the person so applying, to make his paper payable at places on which your bank was in the habit of selling drafts at a premium?

2d. Has your bank refused to make discounts unless the paper so offered was made payable at Albany or New-York?

3d. Has your bank discounted paper payable at either Albany or New-York; the officers of the bank, or any of them; knowing or having reason to believe, that the person properly liable for the payment of such paper, would not have funds at its maturity, at the place of payment?

4th. Has your bank discounted such paper, payable at Albany or New-York, the officers of the bank, or any of them; knowing or having reason to believe, or expect that the person obtaining the discount, would, previous to, or at the maturity of his paper, purchase of your institution a draft to be used in the payment of such paper so discounted by you?

5th. Has your bank discounted such paper, payable at either Albany or New-York, under an express understanding or arrangement with the person obtaining the discount, that he or any other person, should, at the maturity of the paper, purchase of your bank a draft on the place at which his paper was so payable?

6th. Has your bank discounted a draft or note, the officers of the bank, or any of them, knowing or having reason to believe that the proceeds of such draft or note would be applied to the purchase of a draft from your institution at a premium; to be used for the purpose of taking up a previously discounted draft or note belonging to your institution?

7th. Has your bank sold a draft or drafts, the officers of the bank, or any of them, knowing or having reason to believe that the draft or drafts so sold, were to be used or applied to the pay-

ment of any note or draft due to your bank, and payable at Albany or New-York?

8th. What amount has been received by your bank for premiums on drafts sold by you during the last year?

9th. What proportion of the drafts sold by your bank during the last year, has been applied as payment upon debts, notes or drafts due to your bank?

10th. In how many instances has your bank, during the last year, sold drafts to be used by the purchaser in paying notes, drafts or debts due to your bank?

11th. Has your bank ever discounted paper, the officers of the bank, or any of them, expecting, or having reason to believe that your bank would be enabled to sell to the person obtaining the discount, a draft at a premium, to be used by him in the payment of his discounted paper?

12th. Has your bank, in all instances, sent or remitted the paper discounted by it, to the place of payment?

13th. In any instance when you have not so sent the discounted paper to the place at which it was payable, has your bank or any of its officers required or received the premium on a draft or drafts upon the place where such paper was payable?

14th. Has your bank, when such discounted paper has not been sent to the place of payment, required or received the payment of any charges for postage, protest or other disbursements, as connected with, or claimed, as accruing upon such discounted paper?

15th. How long has your bank pursued the business of requiring the paper of your customers, or a portion of them, to be made payable at Albany or New-York, and of selling drafts to pay such paper?

16th. If you have desisted from this kind of business, when did you so desist?

17th. Have you, as an officer of the bank, been admonished or advised, that the business of requiring paper payable at a distant place, for the purpose of enabling the bank to sell a draft to take up such paper, was improper, and should be discontinued?

18th. Have you used the funds of your bank, or procured money from your bank, with which you have, for your private benefit, purchased paper at a discount beyond the legal rate?

19th. How many notes or drafts has your bank received or discounted within the ninety days next preceding January 1st, 1835, which are payable at Albany or New-York?

20th. Has your bank appointed, authorized, or in any manner employed an agent or agents, for the purpose of procuring, recommending, or receiving paper for discount, with the understanding on the part of the bank, or any of its officers, that such agent should charge to, or receive from the person applying for, or obtaining the discount, any commission or compensation for the services of such agent; and if so, at what rate?

21st. Is your bank in the practice, directly or indirectly, of requiring those who obtain discounts from it, to make their payments

in the notes of banks other than your own; and if so, for what reason?

22d. Has any paper been presented at your bank for discount, been declined or refused, and the same subsequently presented by a broker or any other person, and discounted; and has any officer of your bank participated, directly or indirectly, in the profits of the endorsement or brokerage of any such paper, or any other paper presented at your bank for discount?

23d. Have any loans been made by discounts or otherwise, to any broker for the business of exchange or brokerage, in which any officer of your bank was interested, directly or indirectly; and if so, what is the amount of such loans for the ninety days next preceding January 1, 1835?

24th. Has your bank employed any broker or brokers or other person or persons in the city of New-York or elsewhere, and furnished him or them with funds for the purchase, at a discount, of the bills of your bank with the view to gain?

25th. Has the bank, of which you are an officer, or any of its officers made it a condition, directly, indirectly or impliedly, of the discounting of any note, draft or other evidence of debt, that the borrower should receive therefor, the notes or bills of other bank or banks, at par—which notes were not at the time current or of par value at your bank; or the notes or bills of banks out of the United States, or out of this State, which were not at the time current and bankable at your institution? If yea, have such depreciated notes or bills been received or taken by such borrower of your bank, or any officer or officers thereof, at par, in pursuance of such understanding or condition? What amount of such depreciated paper has been so paid out by your bank or any of its officers or agents on behalf, or for the benefit of the bank? What was the current value of such paper at the counter of your bank at the time it was so paid out? What was the current value of it at the town, city or village where it was so paid out? And was the same received or taken by your bank, or any of its officers, or agents, on behalf or for the benefit of your bank, at less than par; and if so, at what per cent discount?

26th. Has your bank, by any of the practices alluded to in the foregoing interrogatories, or by any other means, (and if so, by what means,) adopted a course of business, with the intention on the part of its officers, or any of them, of receiving more than the legal rate on paper discounted by you?

ANSWERS

To the preceding interrogatories, from the officers of the several banks to which they were addressed.

BROOKLYN BANK.

The answer of the Brooklyn Bank, by Robert J. Crommelin, cashier thereof, to the several interrogatories propounded to him by order of the Assembly of this State, through the honorable John Wilkinson, chairman of the committee on the incorporation and alteration of the charters of banking and insurance companies; a copy of which interrogatories is hereunto annexed.

The said Robert J. Crommelin, in answer to the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, answers, It has not.

To the 8th and 9th, Not one cent.

To the 10th, In no instance.

To the 11th, It has not.

To the 12th, It has, in the following manner: Notes discounted by the Brooklyn Bank, dated in the city of New-York, and elsewhere, always have been, and are, in the ordinary course of business, transmitted to the banks in the city of New-York for collection.

To the 13th, It has not.

To the 14th, The bank has uniformly sent their notes as above stated, and have not, therefore, made any charges as named in this interrogatory.

To the 15th, It has never done any such business.

To the 16th, The same as last above.

To the 17th, He has never had occasion for such admonition or advice, and has never received such.

To the 18th, He has not.

To the 19th, He has not received nor discounted any notes or drafts made payable in New-York or Albany, except as stated in the answer to the 12th interrogatory.

To the 20th and 21st, It has not.

To the 22d, It has never done any such business.

To the 23d, No such loans have ever been made.

To the 24th, It has not.

To the 25th, It has never done any such business.

To the 26th, It has not, by any of the means mentioned in the said interrogatories, or otherwise, adopted a course of business, with the intention, on the part of its officers, of receiving more than the legal rate of interest on paper discounted.

R. J. CROMMELIN, Cashier.

**Brooklyn, Feb. 4, 1834.
[Assem. No. 229.]**

UNITED STATES OF AMERICA, }
 State of New-York, } ss.
 County of Kings, }

Be it known, that on the fourth day of February, in the year of our Lord one thousand eight hundred and thirty-five, before me, Richard D. Covert, a public notary in and for the State of New-York, duly commissioned and sworn, dwelling in the city of Brooklyn, personally came Robert J. Crommelin, Esq., cashier of the Brooklyn Bank, who being by me duly sworn, did depose and say, that the foregoing answers to the interrogatories hereunto annexed, and signed by him, are in all respects true. In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office, the day and year last above written.

[L. S.]

R. D. COVERT, *Notary Public.*

WESTCHESTER COUNTY BANK.

The answers of Isaac Seymour, cashier of the Westchester County Bank, to the several interrogatories addressed to him by the standing committee on the incorporation and alteration of the charters of banking and insurance companies, in pursuance of a resolution of the honorable the Assembly of the State of New-York, of the 27th January, 1835.

To the 1st, 2d, 3d, 4th and 5th interrogatories, this deponent answers in the negative, unqualifiedly, to each and every of those interrogatories.

To the 6th interrogatory, this deponent answers, that in seven instances, and in seven instances only, this institution, having in its usual and ordinary course of business, discounted notes, the parties to which resided in New-York and the notes payable there; this institution was applied to for a renewal of those notes, or for loans to meet the notes so discounted; in which cases the parties to the notes desired a draft, payable in New-York, for the proceeds of the paper so discounted, and in those instances this institution gave drafts, at the request of the parties for whose benefit those discounts were made, payable in New-York, and for the purpose of taking up the previous notes.

To the 7th interrogatory, this deponent answers in the negative, with the exception of the instances stated in his answer to the last interrogatory.

To the 8th and 9th interrogatory, this deponent answers and says, that the whole amount of the drafts sold by this bank in the course of this last year, is \$69,207.91, of which, \$7,156.49 was applied to the payment of the seven notes alluded to in his answer to the 6th interrogatory. The whole amount of premium of said drafts, is \$307.05. No premium has been charged by this bank for drafts on New-York or Albany since June last.

To the 10th interrogatory, this deponent answers *seven*, as mentioned in his answer to the 6th interrogatory.

To the 11th interrogatory, this deponent answers in the negative, with the qualification mentioned in his answer to the 6th interrogatory.

To the 12th interrogatory, this deponent answers in the affirmative, *without a single exception*.

To the 13th, 14th, 15th, 16th and 17th interrogatories, this deponent says, that he supposes his answer to the 12th interrogatory renders it unnecessary to answer these interrogatories; but he states, that no fact or circumstance has occurred in this institution alluded to in these interrogatories.

To the 18th interrogatory, this deponent answers, unqualifiedly, in the negative.

To the 19th interrogatory, this deponent answers and says, that two hundred and forty-four notes and drafts, amounting to \$152,654.56, payable in New-York and Albany, have been discounted by this bank within the ninety days next preceding the 1st January, 1835.

To the 20th, 21st, 22d and 23d interrogatories, this deponent answers, fully and unqualifiedly, in the negative.

To the 24th interrogatory, this deponent says, that for the first four or five months after this bank commenced business, the following arrangement was made with brokers in the city of New-York, with whom this bank kept an account. The brokers were to receive from this bank all its bills of other banks, which were considered uncurrent in the city of New-York, at a stipulated rate of discount; with which funds the said brokers redeemed the notes of this bank at the regular market price in New-York; upon the amount of the notes thus redeemed, this bank was credited by its brokers with $\frac{1}{10}$ and sometimes with $\frac{1}{2}$ of one per cent. This arrangement was made more with a view to convenience than gain, and the amount thus credited to this bank by its brokers, was barely sufficient to meet the expenses attending the putting up and transmission to this bank, the bills so received by its brokers. This arrangement and practice early last spring, was freely and frankly disclosed to the Bank Commissioners, who deemed it improper, and this bank accordingly, immediately discontinued that practice, and soon after made an arrangement with the Merchants' Exchange Bank of New-York, to receive the bills of this bank, of all denominations, at par.

To the 25th interrogatory, this deponent answers, that in some instances, notes have been discounted and the borrower paid in the bills of other banks; all of which bills so paid out, were received by this bank, in the course of its ordinary business, at par; and such bills have been current and received at par in this village and the surrounding country, in all business transactions; with this explanation, this deponent answers said interrogatory in the negative.

To the 26th and last interrogatory, this deponent answers and says, that this bank adopted no practice, alluded to in the forego-

ing interrogatories, or pursued any other means, or adopted a course of business with the intention, on the part of its officers, of receiving more than the legal rate of interest on paper discounted by this institution.

ISAAC SEYMOUR.

Westchester County, ss.—The above named Isaac Seymour, cashier of the Westchester County Bank, was, on this 5th day of February, 1835, sworn before me, that the foregoing answers by him subscribed, are true in substance and matter of fact.

DANIEL W. BIRDSALL,
Commissioner of Deeds.

BANK OF NEWBURGH.

SIR:

I have received your favor of 28th ult. accompanied by a resolution from the standing committee on the incorporation and alteration of the charters of banking and insurance companies, of which you are chairman, calling forth answers to interrogatories therewith annexed.

Below, I give you my answers in detail, agreeable to the interrogatories.

I am, respectfully, yours, &c.

LEVI DODGE, *Cashier.*

Hon. JOHN WILKINSON,

*Chairman of the committee on banks and
insurance companies, in Assembly.*

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th, No.

To the 8th. This I can answer by saying, that I am not in any case in the habit of charging any of our dealers a premium for a draft either on Albany or New-York, but have occasionally charged persons who, for their own convenience, prefer paying a premium, in preference to carrying small bills.

To the 9th, None to my knowledge.

To the 10th, None.

To the 11th, No.

To the 12th, Yes, in all cases.

To the 13th, and 14th, No.

To the 15th, We have never pursued this course of business.

To the 16th, The answer to question 15th is sufficient for this.

To the 17th and 18th, No.

To the 19th, One hundred and sixty-three notes and drafts, amounting to about \$80,454.59.

To the 20th, No.

To the 21st, We are ever desirous to receive foreign current notes; but never dictate to the payer what he shall pay.

To the 22d, None.

To the 23d and 24th, No.

To the 25th, We are not in the habit of receiving any other than current notes at our counter. I, however, do not hesitate to receive occasionally some that may be offered, either in payment of notes, or to make up a certain amount to deposit; sometimes receive uncurrent money enclosed, but always receive it as we pay it out, at par; but never compel any person to receive it. What little we get, we endeavor to dispose of it advantageously to ourselves, and the receiver. The amount thus received is small, but could not tell the exact amount.

To the 26th, To this I answer, that we have our guide, "the law," to receive all we are entitled to, but never to receive more than the legal interest, to pursue the course of banking business fearlessly, but legally and honestly.

I am, respectfully, your's, &c.

LEVI DODGE.

Orange County, ss.—Levi Dodge, cashier of the Bank of Newburgh, being duly sworn, doth depose and say, that the foregoing are true answers to the several interrogatories put to this deponent in pursuance to a resolution of the Assembly, passed the twenty-seventh day of January, one thousand eight hundred and thirty-five.

LEVI DODGE, *Cashier.*

Sworn to and subscribed this 6th day }
of February, 1835, before me. }

B. H. MACE,

Commissioner of Deeds.

HIGHLAND BANK.

The joint and several answers of Gilbert Ogden Fowler, president, and Thomas C. Ring, cashier, of the Highland Bank, in the village of Newburgh, to the several interrogatories propounded to them by the chairman of the standing committee on the incorporation of banks, &c., of the Assembly of the State of New-York, which are hereto annexed:

The said president and cashier answering on oath, depose as follows:

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, and to each of them, they answer, No.

To the 8th, 9th and 10th interrogatories, they answer that said bank, has never sold any drafts to any person whatever, for any premium whatever.

To the 11th interrogatory, they answer that said bank never has discounted any paper whatever, under any such or similar expectation or belief, as inquired of in said interrogatory.

To the 12th, 13th and 14th interrogatories, they answer that said bank has, in every instance, sent the paper discounted by it to the place designated in the note or paper discounted, as the place of payment.

To the 15th and 16th interrogatories, they answer that said bank has never required that any paper offered to said bank for discount, should be payable either at New-York or Albany, and that they have never sold any draft either to pay any paper discounted by said bank, or for any other purpose.

To the 17th and 18th interrogatories, and to each of them, they answer, No.

To the 19th interrogatory, they answering say, that said bank has discounted, within the ninety days next preceding the first day of January last, one note payable at Albany, for two hundred and seven dollars and fifty cents, and that the said bank has discounted within the period last aforesaid, one hundred and forty-nine notes and drafts payable at New-York, amounting to ninety thousand one hundred and twenty dollars and forty-two cents, and that said notes and drafts were business paper.

To the 20th interrogatory, they answer that said bank never has appointed, nor authorized, nor in any manner employed any agent for any such purpose as is inquired about in said interrogatory.

To the 21st interrogatory, they answer that said bank never, in any manner, directly or indirectly, required those who have obtained discounts there to pay their notes or paper in the bills or notes of any other bank.

To the 22d interrogatory they answer that, in no instance whatever, has any paper that has been presented at said bank for discount and been refused, again been presented there for discount, or been discounted by said bank for any broker, or any other person, and in no instance, within the knowledge or belief of these deponents, has any officer or director of said bank, directly or indirectly, made or participated in any profit in the endorsement or brokerage of any paper discounted by said bank, or presented there for discount.

To the 23d interrogatory they say, that the said bank has never made any loan, in any manner, to any broker for the purpose of exchange or brokerage, and that therefore, no officer of said bank, could have been interested directly or indirectly in any such loans.

To the 24th interrogatory, they answer that said bank has never employed any broker, or any other person, in the city of New-York or elsewhere, to purchase the bills of said bank at a discount, nor has any person been furnished with funds by said bank for any such purpose.

To the 25th interrogatory they say, that said bank, or any of its officers, has never, directly or indirectly or impliedly, made it a condition of the discounting of any paper offered to them for discount, that the borrower should receive therefor, the notes or bills of any other bank at par or in any other way, neither current nor uncurrent notes, nor has said bank ever paid, in any instance, any of its borrowers for paper of any kind discounted by them, in any thing else than notes of said bank, or in bills of other banks which were current at the said bank, and in the place where the same is located.

To the 26th and last interrogatory, they answering say, that said bank has never, in any instance, by any practice alluded to in

the whole or any one of said interrogatories, nor by any other means whatever, adopted a course of business, or done any business with the intention on the part of its offices, or any of them, of receiving more than the legal rate of interest or discount on any paper discounted by said bank.

GILBERT OGDEN FOWLER,
THOS. C. RING.

Subscribed and sworn before me this {
6th day of February, 1835. }

THEODORE S. FISK,
*A Supreme Court Commissioner in
and for the county of Orange.*

ORANGE COUNTY BANK.

Answers to the several interrogatories hereunto annexed, submitted pursuant to the resolution of the honorable Assembly of the State of New-York.

A. S. Murray, cashier of the Bank of Orange county, answers to the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, unqualifiedly in the negative.

To the 8th, said A. S. Murray answers, that said bank has sold drafts during the last year, to the amount of \$2,295.89, for which has been received a premium of \$6.55.

To the 9th, said A. S. Murray answers, not one cent.

To the 10th, said A. S. Murray answers, not in any instance.

To the 11th, said A. S. Murray answers, not to his knowledge or belief, in any instance.

To the 12th, said A. S. Murray answers in the affirmative, in every instance.

To the 13th, said A. S. Murray answers, no such instance ever occurred.

To the 14th, said A. S. Murray answers in the negative.

To the 15th, said A. S. Murray answers, that in no case has such requirement been made.

To the 16th, said A. S. Murray answers by referring to his answer to the 15th interrogatory.

To the 17th, said A. S. Murray answers, that he has never been admonished or advised on the subject embraced in said interrogatory, because no such requirement has been made.

To the 18th, said A. S. Murray answers in the negative.

To the 19th, said A. S. Murray answers, that said bank has received and discounted within the ninety days next preceding 1st of January, twenty-nine notes and drafts payable in New-York, amounting to \$12,068 92. Said respondent respectfully adds to the above interrogatory, that the said notes were in almost every instance, offered by citizens of this county, who had received them in payment for products of the county sold in New-York market, and the drafts are drawn and offered by manufacturers on their agents in New-York, who vend their cloths, &c., the whole in every instance, being a regular business transaction.

To the 20th, said A. S. Murray answers in the negative.

To the 21st, said A. S. Murray answers also in the negative.

To the 22d, said A. S. Murray answers also in the negative.

To the 23d, said A. S. Murray answers, not any to the knowledge or belief of the respondent.

To the 24th, said A. S. Murray answers, that no funds have been furnished to any person for the purpose of purchasing at a discount the bills of said bank; but as a further answer to said interrogatory, said respondent saith that the mode of redeeming our bills in the city of New-York, is, and has been for a number of years, as follows: at the request of some of the brokers and others, we have redeemed our notes in New-York, at par value, through an agent who gave them our draft in New-York, for the amount of our bills, said brokers allowing $\frac{1}{2}$ per cent for the risk and expense of transporting the necessary funds to and from New-York. We also, in the month of October last, made an arrangement with Thomas W. Olcott, cashier of Mechanics' and Farmers' Bank. Albany, at his request, to redeem what notes he may receive of this bank, in the city of New-York, he sealing them and delivering them to our agent in New-York, and allowing $\frac{1}{2}$ per cent for risk and expense as above stated.

To the 25th, said A. S. Murray answers that said bank has in some instances, discounted notes for individuals, they agreeing to receive bills of other banks, but said bills were invariably received at said bank at par; those instances seldom occurred, and only when we did not wish to increase our circulation.

To the 26th, said A. S. Murray answers unqualifiedly in the negative.

A. S. Murray, of Goshen, in the county of Orange, being duly sworn, says, that he is cashier of the Bank of Orange County, that the preceding answers to the several interrogatories hereto annexed, are true, according to the best of this deponent's knowledge, information and belief.

A. S. MURRAY, *Cashier.*

Sworn, the 7th day of February, }
1835, before me, }

GEORGE M. GRIER, *Commissioner of Deeds.*

BANK OF POUGHKEEPSIE.

BANK OF POUGHKEEPSIE, }
February 5, 1835. }

To JOHN WILKINSON, Esquire,
Chairman, &c.

SIR—Agreeably to the request contained in your circular of January 28th, we herewith send you our answers to the interrogatories accompanying the same.

To the 1st, 2d, 3d, 4th, 5th, 6th, 7th, 11th, 17th, 18th, 20th, 21st, 22d, 23d, 24th and 26th interrogatories, we answer, No.

To the 8th, \$53.11.

To the 9th, None.

To the 10th, In one instance, to the endorsers of a note of ours payable at a Bank in Troy, and which they were obliged, in consequence of the failure of the drawers, to take up. For this draft, which was on the Fulton Bank, we charged them $\frac{1}{4}$ of 1 per cent,

To the 12th, Yea.

To the 13th, There is no such instance.

To the 14th, There is no such case.

To the 15th, Our bank has pursued no such business.

To the 16th, Not having pursued this kind of business, we have not desisted from it.

To the 19th, 6 bills payable at Albany, and 60 bills payable at New-York.

The 25th, and only remaining interrogatory, we can, in part, best answer by giving a short history of the course we have pursued in relation to bank bills not par in the city of New-York, and which we denominate *uncurrent*, since we commenced business, which was Nov. 10, 1830.

The uncurrent bills of this State, as well as those of other States, have generally been to us a source of inconvenience, vexation and loss, and we have been in considerable doubt as to the best manner of treating them. The consequence has been, that we have sometimes taken them at par, sometimes at a discount, and sometimes refused altogether to take them. We have seldom returned them to the banks which issued them, but have almost always disposed of them in the city of New-York, either by selling them at a discount, or by giving time on them equivalent to a discount.

We have, since November, 1830, discounted a few notes, which were paid in uncurrent bills. These notes, we confidently believe, have not been more than 7 or 8 in number, and not more than 5 or 6,000 dollars in amount, and probably not so much. The precise number and amount we have not the means of knowing.— They were discounted generally, and perhaps always, where our circulation, or some other circumstance, made it improper for us to pay out our own bills, and generally were done, and perhaps always, on the proposal of the applicant for the discount. We are not, however, certain that we have not, in a part of the few instances aforesaid, (most of which happened a considerable time since,) intimated to the applicant that we would do his note if he would take uncurrent bills for the proceeds. Nor are we certain that such intimation, in any instance, was made, but we are certain that generally, if not always, the intimation simply amounted to a conversation, from which it appeared that uncurrent bills would be as useful to the applicant as our own.

When the said notes were discounted, we cannot say whether we took the bills with which we paid the proceeds at par at our counter or not; nor can we say whether or not the bills so paid were bills of this State or of an adjoining one. They were not bills issued out of the United States. Nor can we state, at the time of such discounts, the "current value," in this village, of the bills so paid. But we can state, that when we have taken uncur-

rent bills at a discount, our rates have been, generally, and probably always, less than those charged by the brokers of our village; they aiming at a profit, and we merely at an indemnity.

The bills of this bank have always been par in the city of New-York.

Respectfully,

THOS. L. DAVIES, *President.*

GEO. P. OAKLEY, *Cashier.*

We certify that the foregoing answers to the interrogatories prefixed to them are true, to the best of our knowledge and belief.

THOS. L. DAVIES, *President.*

GEO. P. OAKLEY, *Cashier.*

Sworn to by Thomas L. Davies,
President of the Bank of Pough-
keepsie, and affirmed to by
George P. Oakley, Cashier
thereof, before me, this 5th day
of February, 1835.

SILAS E. HAIGHT,

Commissioner of Deeds.

ULSTER COUNTY BANK.

Ulster County, ss.—A. Bruyn Hasbrouck, president, and Cornelius Bruyn, cashier of the Ulster County Bank, being severally duly sworn, make answer to the several interrogatories proposed by the committee of the Assembly on the incorporation and alteration of the charters of banking and insurance companies, appended to the printed circular transmitted to these deponents by John Wilkinson, chairman of said committee, under date of 28th of January, 1835, as follows, to wit:

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, they answer, No.

To the 8th, That the amount of premiums received by this bank on drafts sold by us during the last year cannot be precisely stated, but it does not exceed \$20. Premiums upon drafts upon the corresponding bank of this institution in the city of New-York, have, in a few instances, been charged in the winter season, when our remittances to the city are made at considerable expense and risk, but the whole amount of such premiums does not exceed the amount of \$20, as above stated.

To the 9th, None, to their knowledge or belief.

To the 10th, In no instance, to their knowledge or belief.

To the 11th, No.

To the 12th, Yes, in all instances.

The 13th and 14th, are answered by the response of the deponents to the 12th.

To the 15th, That they never have pursued such business as is in said interrogatory mentioned.

The 16th is answered in the response to the 15th.

To the 17th and 18th, No.

To the 19th, That the number of notes and drafts discounted within the time specified, payable at New-York, is eighty-eight, and that the number of those thus payable at Albany, is three, of which two were protested and returned for non-payment.

To the 20th, No.

To the 21st, That this bank is not in such practice; but, for the purpose of keeping out circulation and affording the institution the means of redeeming its own notes, they deem it proper, in all instances, to avail themselves of the notes of other solvent banks in payment of debts due this institution, and which they believe is the universal practice of all well conducted monied institutions.

To the 22d, That they know of no such instance, and believe that none has ever existed.

To the 23d, That no such loans have ever been made here.

To the 24th, That no funds have at any time been furnished by this bank to any broker or brokers, or other person or persons in the city New-York or elsewhere, for the purchase, at a discount, of the bills of this bank with a view to gain. But that in the commencement of the business of this institution an arrangement was made by them with a broker in the city of New-York for the redemption of their bills; and for that purpose a certain sum of money was kept in his hands. That the arrangement so made was in conformity with the practice of other older and highly respectable institutions on the Hudson river, and in other parts of the State. They further answer, that the existence of such arrangement, on the part of several of the banks, has been particularly noticed in one or more of the annual reports of the Bank Commissioners to the Legislature; and that in conformity with the advice of the Bank Commissioners, and in pursuance of a general understanding to that effect, among the river banks, the notes of which were not current in the city of New-York, this institution, about a year ago, discontinued the arrangement with the broker above alluded to, and that it has ever since redeemed its notes at one of the banks in the city of New-York, at par.

To the 25th, That this institution has almost invariably, since its first organization, taken the notes or bills of other banks in this State and out of it in good credit at their par value, although such notes or bills were not at the time current in the city of New-York; that the object intended by such course was to remove such notes or bills from circulation in the business district of this bank, and to substitute our own in their stead; that the proportion of the notes or bills of other banks thus taken by us, at a discount, cannot be stated with precision, but does not exceed one per cent of the whole amount, and that the rate of discount never exceeded that at which they were sold in the city of New-York; that this institution has occasionally consented to the discount of notes offered up-

on the condition that the borrower should take the notes or bills of other banks thus on hand, and received by us, at their par value, at times when the situation of the bank rendered it desirable that our notes should not be circulated. And they further answer, that they have reason to believe, upon the representation of the borrowers themselves, that in all cases the uncurrent money taken by them from this bank, at par, was disposed of by the said borrowers without loss and at its par value.

To the 26th, No.

A. BRUYN HASBROUCK.
C. BRUYN.

STATE OF NEW-YORK, } ss.
Ulster County. }

On this fifth day of February, one thousand eight hundred and thirty-five, before me personally appeared A. Bruyn Hasbrouck, known to me to be the president of the Ulster County Bank, whose signature appears to the foregoing affidavit; and also Cornelius Bruyn, known to me to be the cashier of said bank, and whose signature likewise appears to the said affidavit; and the said A. Bruyn Hasbrouck and Cornelius Bruyn being by me duly sworn, did severally depose and say, that the answers to the several interrogatories in the foregoing affidavit referred to, are true to the best of their respective knowledge and belief.

JNO. T. ROMEYN,
Commissioner of Deeds.

CATSKILL BANK.

Answers of the president and cashier of the Catskill bank, to the interrogatories addressed to them under a resolution of the Honorable the Assembly, adopted Jan. 27, 1835.

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, We answer in the negative.

To the 8th, Total amount received, \$28.06.

To the 9th, Not any.

To the 10th, In no instance.

To the 11th, Never.

To the 12th, It has.

To the 13th and 14th, See answer to interrogatory 12.

To the 15th and 16th, See answer to interrogatories from 1 to 7, inclusive.

To the 17th, Gen. Davis, when here in November last, spoke of this practice as having been adopted in some cases, and expressed his decided disapprobation.

To the 18th, We have not.

To the 19th, Notes and drafts, 115.

To the 20th and 21st, It has not.

To the 22d and 23d, Not any.

To the 24th, It has not.

To the 25th, We know of no instance whatever, of having paid for any "note, draft, or evidence of debt," discounted at this institution, in "notes or bills of other bank or banks at par," which were not at the time, in ordinary business transactions received at their par value, both at this bank and in this village.

To the 26th, It has not.

THOS. B. COOKE, *President.*

H. HILL, Jr., *Cashier.*

Subscribed and sworn to this 6th day
of February, 1835, before me, }

LEWIS BENTON,

One of the Commissioners of Deeds for Greene county.

TANNERS' BANK.

TANNERS' BANK,
Catskill, February 4, 1835. }

Hon. JOHN WILKINSON, Chairman, &c.,

In obedience to your printed communication of the 28th ult., which was received at this bank on the 2d inst., the undersigned herewith transmit answers to the several interrogatories therein stated.

To the 1st interrogatory. If the spirit and object of it is understood, we answer, No. It may be proper, however, to say, that the officers of this bank have occasionally *recommended* but *never required* that a certain number of their customers (being tanners,) should offer drafts on New-York, when they applied for discounts.

To the 8th, we answer, Eighty-seven cents.

To the 9th, we answer, None.

To the 10th, we answer, Not any.

To the 12th, we answer, Yea.

To the 13th and 14th. Having answered in the affirmative the preceding interrogatory, we deem none to be necessary to these two.

To the 19th, we answer, 76.

To the 25th, we answer, No. In regard to this interrogatory, we state, that rarely have our customers paid a discount on bank notes. The practice generally, of the officers of this bank, is to receive them at par, or reject them altogether, and not to buy them, but generally to receive at par all the bills offered, which are issued by the banks in this State, and also of the banks in New-England of the denomination of five dollars or over. There have been instances, and principally confined to the payment of notes which have been received from New-York, or elsewhere, for collection, in which a small discount has been made, say from 4 to 1 per cent, on bank bills offered in payment of such notes. The amount of bank bills received at a discount by this bank in the aggregate is very small, the exact sum unknown. It has occurred

that persons have applied to the officers of this bank to lend them the notes of the western banks in this State at par, which has been done, but these cases are quite seldom, and the amount so loaned is but a small part of the whole sum received at par in such notes. It is believed by the undersigned, that this bank, to accommodate its customers, sustains a considerable loss in receiving of them at par the bills of the banks above mentioned, inasmuch as such bills are generally sold at a discount, or deposited in other institutions on time, which is equivalent to a discount.

To all other interrogatories, except 15 and 16, we answer, No.

To the 15th and 16th, no answer is deemed necessary, having answered in the negative those from 1 to 7 inclusive.

O. DAY, *President.*

F. HILL, *Cashier.*

Subscribed and sworn to this 5th day }
of February, 1835, before me, }

LEWIS BENTON,

A Commissioner of Deeds for Greene county.

HUDSON RIVER BANK.

HUDSON RIVER BANK, }
February 6th, 1835. }

JOHN WILKINSON, Esq., Chairman, &c.

Sir—We have the honor to address to you the following answers to the interrogatories addressed to us, as president and cashier, under the resolution upon that subject, adopted by the Assembly, January 27th, 1835.

To the interrogatories, 1st, 2d, 3d, 4th, 5th, 6th, 7th, 11th, 20th, 21st, 25th and 26th, We answer, it has not.

8th, We cannot ascertain the amount, but believe we have not received over \$50.

9th and 10th, Not any that we know of. . .

12th, It has.

13th and 14th, We do not know of any such instance.

15th, It has never required such paper.

16th, We have never done any business of that kind.

17th, 18th, 22d and 24th, We answer in the negative.

23d, No such loans have been made by this bank.

19th, One hundred and sixteen.

O. WISWALL, *President.*

L. A. COFFIN, *Cashier.*

STATE OF NEW-YORK, } ss.
Columbia County. }

Oliver Wiswall, president, and Levi A. Coffin, cashier of the Hudson River Bank, being duly sworn, de-

pose and say, that the above answers to the said interrogatories, are true and correct to the best of their knowledge and belief.

Sworn before me. this 6th }
February, 1835. }

DANIEL PECK, *Recorder of Hudson.*

BANK OF ALBANY.

BANK OF ALBANY, }
4th February, 1835. }

J. WILKINSON, Esq.

Sir—In reply to your communication of the 28th ult. addressed to the several presidents, cashiers and other officers of the banks in this State under the Safety Fund, under the resolution upon that subject, adopted by the Assembly, 27th January, 1835, I beg leave in behalf of this bank, to submit the following answers to the several and respective interrogatories, viz:

Interrogatory 1st. The Bank of Albany, of which I am cashier, has not, when applied to for the discount of paper, compelled, required, encouraged, or recommended, directly or indirectly, the person so applying, to make his paper payable at places on which that bank was in the habit of selling drafts at a premium.

2d. This bank has not refused to make discounts, unless the paper so offered was made payable at New-York.

3d. This bank has not discounted paper payable at New-York, the officers of the bank, or any of them, knowing or having reason to believe, that the person properly liable for the payment of such paper, would not have funds at its maturity at the place of payment.

4th. This bank has not discounted paper payable at New-York, the officers of the bank, or any of them, knowing, or having reason to believe or expect, that the person obtaining the discount would, previous to or at the maturity of his paper, purchase of this bank a draft, to be used in the payment of such paper discounted by it.

5th. This bank has discounted no paper payable at New-York, under an express understanding or arrangement with the person obtaining the discount, that he or any other person should at the maturity of the paper, purchase of this bank a draft on the place at which his paper was so payable.

6th. This bank has not discounted either drafts or notes, the officers of the bank, or any of them, knowing, or having reason to believe, that the proceeds of such note or draft, would be applied to the purchase of a draft from this bank at a premium, to be used for the purpose of taking up a previously discounted draft or note belonging to said bank.

7th. Selling drafts on New-York has not been practised by this bank; cases have occurred wherein the customers of the bank have applied for a draft to remit to New-York, in which they have been accommodated at the current rates at which drafts could be

obtained elsewhere. The whole amount drawn for during the last year, does not exceed \$54,385.28, and the premium received on sales of drafts \$7.75 only.

8th. Embraced in the last answer.

9th. I do not know of any drafts disposed of, as stated in the preceding answer to the 7th interrogatory, which, at the time of making them, were intended to be applied to the payment of debts, notes or drafts, due to this bank. Insulated cases may have occurred when a draft on New-York, offered by a customer of the bank has been discounted, and a draft purchased, as before stated, may have been applied in whole or part to the payment of such discounted draft; but with a view to extra profit or gain, this bank has in no instance been a party to the transaction.

10th. Embraced in the answer to the 9th interrogatory.

11th. This bank has not discounted paper, the officers of the bank, or any of them, expecting or having reason to believe, that this bank would be enabled to sell to the person obtaining the discount, a draft at a premium, to be used by him in the payment of his discounted paper.

12th. All drafts or notes discounted by this bank, are sent or remitted to the place of payment.

13th. There is no instance, where discounted paper not sent to the place of payment, that this bank or its officers have required or received the premium on a draft upon the place where such paper was payable.

14th. Paper discounted, and not sent to the place of payment, has not been charged with protest, postage, or other disbursements as connected with, or claimed as having accrued upon, such discounted paper.

15th. This bank never has required the paper of its customers, or any portion of them, to be made payable at New-York, and of selling drafts to pay such paper.

16th. Embraced in the preceding answer.

17th. As the practice never obtained in this bank, of requiring paper payable at a distant bank, for the purpose of selling drafts to take up such paper, I have not been advised or admonished in relation to it.

18th. I have not used the funds of this bank, nor procured money from it, with which, for my private benefit, to purchase paper beyond the legal interest.

19th. The number of notes and drafts payable at New-York, and discounted within 90 days preceding the 1st January 1835, is 127. These were of a fair business character, received and taken so far as I know and believe, by the customers of this bank, in the course of their ordinary transactions, and those of them which have arrived at maturity, are paid.

20th. This bank has not appointed, authorized or employed, any agent for procuring, recommending or receiving paper for discount, with the understanding, on the part of the bank, or any of its officers, that such agent should charge to, or receive from, the person applying for, or obtaining the discount, a commission or compensation for the services of such agent.

21st. This bank is not in the practice, directly or indirectly, to stipulate with those who obtain discounts, that payments shall be made in the bills of banks other than its own.

22d. No paper offered at this bank, having been declined or refused, and subsequently presented by any other person, and discounted, or any other paper presented for discount, the profits for endorsement, or brokerage of any such paper, has not been participated in by any officer of this bank, either directly or indirectly.

23d. No loans by discount, or otherwise, have been made to any broker for the business of exchange or brokerage, in which any officer of this bank was interested, directly or indirectly.

24th. No broker, or other person, in the city of New-York, or elsewhere, has been furnished with funds by this bank, for the purchase of its bills at a discount with the view to gain.

25th. To favor its customers, this bank has, and does now, receive from them a portion of their deposits in western and other bills, at par, although at the time, those bills were, and are now, at a discount of $\frac{1}{4}$ to $\frac{1}{2}$ per cent. These favors have been reciprocated, and the bills of such banks have been received in whole or part, for notes discounted, when it was convenient for the bank to give them, and the customers to receive them.

26th. This bank has not, by any of the practices alluded to in the foregoing interrogatories, evaded the statute restricting the rate of interest, nor has it adopted a course of business with the intention on the part of its officers, of receiving more than the legal rate on paper discounted by them.

I, Jellis Winne, Jr., cashier of the Bank of Albany, do solemnly swear that the preceding answers to the several and respective interrogatories herein before referred to, are true, to the best of my knowledge and belief.

J. WINNE, Jr., *Cashier.*

Sworn, this 4th day of February, }
1835, before me, }
C. Y. LANSING, *Commissioner, &c.*

MECHANICS' AND FARMERS' BANK.

To the Hon. JOHN WILKINSON,

Chairman of the committee on banks, &c.

The subscribers have carefully examined the matters referred to in the interrogatories proposed by you under a resolution of the honorable the Assembly of the 27th ult., and reply in the negative to interrogatories No. 1, 3, 4, 5, 6, 7, 9, 10, 11, 18, 20, 21, 23, 24 and 26; also to that part of No. 2 which asks if we are in the practice of requiring discounted papers to be made payable in the city of New-York.

No. 8. We have no means for ascertaining the precise amount, but think it would not exceed \$100. This does not include checks on New-York, given for mixed Albany, Schenectady, Troy, Lansingburgh and Waterford money sent to us by New-York brokers,

[Assem. No. 229.]

and for which checks our general charge for the last year has been $\frac{1}{4}$ per cent. The amount received in this way is inconsiderable.

As we pay freely and readily all demands upon us in New-York funds, we but seldom get a premium for drawing on New-York, but when we do it varies from $\frac{1}{4}$ to $\frac{1}{2}$ per cent.

No. 12, We answer, yes.

No. 13 and 14 are answered in No. 12.

No. 15, We answer, never.

The same to No. 16 and 17. Having been admonished by our own convictions of the impropriety of the practice.

No. 19. New-York papers discounted by us for the 90 days preceding January 1st, amount to \$182,697.88. We presume the committee have no desire to be informed of the amount payable in this city, as that would constitute nearly the whole balance of our discounts.

No. 22. We have sometimes discounted paper, on its presentation, a second time, and by another person. We have, doubtless, had good reasons, on the ground of security or otherwise, for declining it in the one case and for doing it in the other. No officer of this bank has ever participated, directly or indirectly, in the profits of the endorsement or brokerage of any such or any other paper discounted by this bank.

No. 25. In answer to this interrogatory we state, that since the adoption of the Safety Fund system and the increase of banks, the receipts of country money has become a heavy, though not a profitable branch of the business of banks in this city. Having on hand a large amount of funds, which, from the limit to which we are restricted in our debt, and from other causes, we could not use in making loans and discounts, we have employed them in the purchase of country money, and upon terms so favorable to the community that the banks in this city have become the almost exclusive channel through which the banks in this State, west of Albany, redeem their paper. We have sent messengers to the western banks as often as once in 17 days during the past year. and this bank alone has sometimes sent out, upon a single occasion, over \$500,000 for payment. Thus accommodating the public and keeping the banks in wholesome check by the rapid return of their bills for redemption.

A very large share of all the country money which we have ever taken has been at its par value, and the discount upon such as we have purchased has probably averaged, for the year, about $\frac{3}{4}$ of one per cent. We frequently pay out country money at par, on time, returnable in current funds without interest; and sometimes upon checks drawn upon us by country banks, payable in their own bills, and to a moderate amount, in some other cases, as a matter of mutual convenience to the parties. We have, in a few instances, paid out bills of banks in this State, north and west of Albany, to persons obtaining discounts, but never where the party was subjected to any sacrifice in the application of the money thus paid out to a debt due to this institution. We do not take bills of banks out of the United States, and have not paid them out.

Bills of banks in other States, not current in the city of New-York, we generally dispose of at a discount in New-York, or to a bank in Massachusetts. We never pay them out at our counter at par, unless to oblige an occasional applicant, where they are wanted in some payment or remittance east or south, as the case may be.

On a review of all our transactions in country money we see nothing to condemn as inconsistent with regular and fair dealing, but, on the contrary, much of a character seemingly indispensable to the public accommodation, important as a corrective of a redundant currency, and salutary in its restraining influence upon the banks themselves.

THOS. W. OLCOTT, *Cashier.*
EZRA AMES, *President.*

Sworn this 2d day of }
February, 1835. }
L. JENKINS, J. P.

NEW-YORK STATE BANK.

NEW-YORK STATE BANK, }
Albany, February 11th, 1835. }

Hon. JOHN WILKINSON, *Chairman, &c.,*

Sir—I have the honor to answer as follows to the several interrogatories accompanying your circular letter of the 28th ultimo, viz.:

The first seven interrogatories, I answer in the negative.

To the 8th interrogatory I answer, that we have not kept an account of premiums received for drafts; but the amount is exceedingly small; indeed, I cannot recollect of any instance in which we have received any premium for a draft on New-York within the last year.

To the 9th and 10th, I know of no draft so applied.

To the 11th, I know of no such discount having been made.

To the 12th, We have invariably sent all discounted notes to the place at which they were payable.

To the 13th and 14th, I answer in the negative.

To the 15th and 16th, We never have required or requested that notes discounted by us should be made payable at any other place than our own counter.

To the 17th and 18th, I answer in the negative.

To the 19th, I answer, that the amount of notes payable in New-York, discounted in October, November or December, was \$263,491.45.

To the 20th and 21st. I answer in the negative.

To the 22d, I answer that there have been a few instances, and but very few, in which we have refused to discount paper when offered for discount, and have subsequently discounted the same paper for a broker; but the reason has always been because the

name of the broker strengthened the paper. Neither the bank nor any of its officers have received any other benefit from such discounts.

To the 23d, I answer, we have never had any dealings of such a nature with any brokers.

To the 24th, I answer in the negative.

To the 25th, We have sometimes given the bills of the western banks, which were not received by us at par, for a note discounted; but we have either been asked for such bills, or we have known that they would be disposed of in trade by the person getting the discount without loss; we have never taken from the person getting the discount the same bank notes at less than their par value.

To the 26th, I answer in the negative.

I am, very respectfully,

Your most ob't serv't,

RICH. YATES, *Cashier.*

N. B. It is presumed that the third interrogatory does not include what are called accommodation notes, or notes renewed every sixty or ninety days, *payable at our counter*. If it does, I answer that we have a few such notes, but that we never receive in any shape, any thing more than ordinary discount on them.

RICH. YATES.

Richard Yates, cashier of the New-York State Bank, being duly sworn, saith, that the facts stated in the above letter, being answers to certain interrogatories addressed to him by the chairman of the bank committee of the House of Assembly of the State of New-York, in pursuance of a resolution adopted on the 27th January last, are true, to the best of his knowledge and belief.

RICH. YATES,

February 11th, 1835.

Sworn to before me, this 13th }
day of February, 1835. }

J. LANSING,

Judge of Albany Common Pleas, Counsellor, &c.

CANAL BANK.

CANAL BANK,
Albany, February 2, 1835. }

JOHN WILKINSON, Esq.

Chairman of the Bank Committee, &c.

Sir—We make the following answers to the interrogatories contained in your communication of the 28th ult.:

The 1st, 3d, 4th, 5th, 6th, 7th, 9th, 10th, 11th, 13th, 14th, 15th, 16th, 17th, 18th, 20th, 21st, 23d, 24th and 26th, We answer in the negative.

To the 2d, We reply, that it is our uniform custom to require that all paper, previous to its being discounted, (where the drawer

or drawers reside out of the city.) be made payable at some particular place, either at our own counter or elsewhere convenient of approach, and this is done for the purpose of charging the endorsers, in case the bills are not paid at maturity, and for no other reason.

8th. We have received during the last year, in premiums or drafts, not to exceed \$50; the exact amount we cannot state.

12th. We answer in the affirmative.

16th. Six hundred and sixty-one bills.

22d. There have been instances where we have declined paper that we deemed insecure, and subsequently discounted the same with an additional name; but the officers of the bank have never, directly or indirectly, derived a profit from such discounts, or from any other discounts made by the bank.

25th. We have occasionally made discounts, where the party applying has voluntarily offered to receive in payment of such discounts the notes of the Safety Fund banks, west of this city; but we have no recollection of refusing to discount, unless we could claim to pay out such paper, nor have we ever to our knowledge, purchased in paper at a discount that we had previously paid out at par. What amount in this description of paper has been voluntarily received of us, as for discounts, we are unable to state, nor can we say at what rates under par it was selling when such loans were made.

As $\frac{1}{2}$ at least, of all the paper received by us against the banks in this State is taken at par, we have ever considered it a fair and legitimate business, to discount upon the same as current funds, especially where the borrower has voluntarily offered to receive it as such.

Very respectfully,

T. OLCOTT, *Cashier*.

STATE OF NEW-YORK, }
Albany, } ss.

Theodore Olcott, of the city of Albany, being first duly sworn, does depose and say, that the facts stated in the annexed communication, are true in substance and fact.

T. OLCOTT, *Cashier*.

Sworn to, on the 10th day of Feb- }
ruary, 1835, before me. }

A. J. COLVIN, *Commissioner of Deeds*.

ALBANY CITY BANK.

ALBANY CITY BANK, }
Albany, February 2, 1835. }

Hon. JOHN WILKINSON, Chairman, &c.,

Sir—In answer to the interrogatories addressed to me as cashier of this institution, under the resolution in relation to the Safety Fund Banks, adopted by the Assembly 27th January 1835, I beg leave to state as follows:

In answer to the 1st, 2d, 3d, 4th, 5th, 6th, and 7th interrogatories, I reply in the negative.

To the 8th, I beg leave to state, that from the manner in which our books are kept, I cannot distinguish the amount of premium received for drafts sold by us on New-York, from other profits received by the institution; but I know the amount to be very small, and do not think it will exceed one hundred dollars. Most of the drafts which we draw on New-York, for our customers, are given to them free of any charge for premium.

To the 9th and 10th, I reply, that no draft sold by this institution has ever, to my knowledge, been applied as payment of a debt due to it.

To the 11th, I reply in the negative.

To the 12th, 13th and 14th, I reply, that this bank has in all instances, sent the paper discounted by it, to the place of payment, previous to the maturity of the paper.

To the 15th, 16th and 17th, I reply, that we have never imposed any conditions upon our customers, requiring their paper discounted by us, to be made payable in New-York; consequently, I have never been admonished on the subject.

To the 18th, I beg leave to state, that I have never used the funds of this bank, or procured money from this bank, with which I have for my private benefit, purchased paper at a discount beyond the legal rate, nor have I ever borrowed money from this bank, for any purpose whatever.

To the 19th, I beg leave to state, that we have not received or discounted any notes or drafts payable in New-York, within the last ninety days, or at any time previous, which were not made payable there by their makers, or endorsers, in the natural course of their business, without any condition or requisition from us, that they should be made payable there; and in no instance have we discounted, or received such paper, where it was not the choice and convenience of the drawee or maker, to have it payable in New-York.

To the 20th and 21st, I reply in the negative.

To the 22d, I beg leave to state, that no officer of this bank has, to my knowledge, either directly or indirectly, participated in any profit which might have arisen from the discounting of paper that had been previously rejected by the bank, and subsequently discounted by it; and in no case has the bank refused or declined to discount paper which it subsequently discounted, except for the reason that it required additional security upon the paper, or, a more satisfactory knowledge of the responsibility of the makers and endorsers thereof, than it possessed at the time it refused to discount such paper.

To the 23d and 24th, I answer in the negative.

To the 25th, I beg leave to state, that this bank, or any of its officers, have never to my knowledge, made it a condition directly, indirectly or impliedly, of the discounting of any note, draft or other evidence of debt, that the borrowers should receive therefor, the notes or bills of other bank or banks at par, which notes were

not at the time current, or at par value, at our counter. Yet I would remark, that we have sometimes paid to our customers, for their checks, drawn on us, the bills of the country banks of this State, when we were informed by them, that they could use such bills as advantageously to their own interest as they could the bills of this bank; and we are also in the habit of receiving daily from most of such customers, the bills of the country banks of this State, at par, and crediting them with the same, in our books at par, and without any deduction or charge for discount; furthermore, the amount so received by us is, I think, more than four times the amount paid by us to them, on their checks at par.

To the 26th, I reply, that this bank has not, to my knowledge, by any of the practices alluded to in the foregoing interrogatories, adopted a course of business with the intention on the part of its officers, or any of them, of receiving more than the legal rate on paper discounted by it.

I have the honor to be

your ob't. serv't.

WATTS SHERMAN, *Cashier.*

Subscribed, and sworn to, before me, }
this 5th day of February, 1835. }

ERASTUS CORNING, *Mayor of Albany.*

BANK OF TROY.

BANK OF TROY, }
3d February, 1835. }

To the Hon. JOHN WILKINSON, Chairman, &c.

SIR—Your communication of the 28th inst. is received, enclosing a resolution adopted in Assembly January 27th, 1835, accompanied with twenty-six interrogatories, to which we reply as follows:

To the 1st and 2d interrogatories, we answer, No: excepting a few notes discounted during the late pressure in the money market, which we required to be made payable in New-York, at which place this institution was in want of funds, and in order to give some of our customers who were short, time to turn their funds and meet their engagements.

To the 3d, 4th, 5th 6th and 7th, No.

To the 8th, That in our ordinary business we do not charge our customers for drafts, but in special cases we charge a small premium. The amount goes into our ordinary profits, and can not be ascertained. It must, however, be small, probably not exceeding one hundred dollars.

To the 9th, None.

To the 10th, In no instance.

To the 11th, No.

To the 12th, Yes: excepting in a few cases, where the drawers have preferred making their notes payable at some other place after execution.

To the 13th and 14th, No.

To the 15th, We have never required it.

To the 16th, We never commenced it.

To the 17th and 18th, No.

To the 19th, That we find discounted upon our discount book one hundred sixty-four notes and drafts marked payable at those places, and upon our collection book eighty-six marked payable at those places.

To the 20th, 21st, 22d, 23d and 24th, No.

To the 25th, That we have seldom discounted any paper upon which we have paid the bills of other banks. We have, however, occasionally discounted paper for persons at the north, and have paid them the bills of the banks north of us; bills which we received at a discount of $\frac{1}{2}$, $\frac{1}{4}$, and 1 per cent in some cases. But this kind of business seldom occurs, and the amount of it is small: we have, however, received a great deal more uncurrent paper at par than we have paid out at par.

To the 26th, No.

We are very respectfully, Sir,

Your obedient servants,

S. WARREN, *President.*

THAD. W. PATCHIN, *Cashier.*

STATE OF NEW-YORK, }
Rensselaer county. } ss.

We, Stephen Warren, president, and Thad. W. Patchin, cashier of the Bank of Troy, being duly sworn, severally depose and say, that the foregoing answers to the twenty-six interrogatories referred to, are true, to the best of our knowledge and belief.

S. WARREN, *President.*

THAD. W. PATCHIN, *Cashier.*

Sworn before me, this 7th }
day of February, 1835. }

NATHAN DAUCHY, *Alderman.*

FARMERS' BANK.

FARMERS' BANK, }
Feb. 6, 1835. }

To the Hon. JOHN WILKINSON, Chairman, &c.

In answer to the interrogatories received from you, pursuant to the resolution of the House of Assembly, passed January 27th, 1835, We, Gurdon Corning, president, and James Van Schoonhoven, cashier of the Farmers' Bank, reply:

To the 1st, 2d, 3d, 4th, 5th, 6th, and 7th interrogatories, we reply in the negative.

To the 8th, we reply, that from information received from our teller, who has sold drafts whenever the same has been done, that

during the last year, the amount of premiums on all sold, amounts to \$18.80.

To the 9th, we say, Not any.

To the 10th, we say, In no instance.

To the 11th, we say, Never.

To the 12th, we reply in the affirmative, unless omitted by mistake.

The 13th and 14th, we consider answered in the reply to 12th.

To the 15th, we reply, Never, in any instance.

The 16th, we consider answered in reply to the 15th.

To the 17th and 18th, we reply, We have not.

To the 19th, we say, That 100 notes and drafts have been discounted by this bank, payable in Albany and New-York, between the first day of October and January last, and seventy-four have during said time, been received for collection, as appears by our books.

To the 20th, we say, We have not.

To the 21st, Our bank is not in the practice alluded to in this interrogatory.

To the 22d and 23d, we reply, Not to our knowledge.

To the 24th, 25th, and 26th, our answer is, We have not.

GURDON CORNING, *Pres't.*

J. V. SCHOONHOVEN, *Cash'r.*

Rensselaer County, ss.—We, Gurdon Corning and James Van Schoonhoven, being duly sworn, each for himself saith, that the answers to the above interrogatories signed by them are true, according to the best of their knowledge and belief.

GURDON CORNING, *Pres't.*

J. V. SCHOONHOVEN, *Cash'r.*

Sworn this 6th day of February, }
A. D. 1835.

J. L. LANE,

Commissioner of Deeds, &c., Troy.

MERCHANTS' AND MECHANICS' BANK.

The answers of the president and cashier of the Merchants' and Mechanics' Bank, to each and every of the annexed twenty-six, several printed interrogatories, from the honorable John Wilkinson, chairman of the committee on the incorporation and alteration of the charters of banking and insurance companies.

To the 1st, 2d, 3d, 4th, 5th, 11th, 13th, 14th, 18th, 20th, 21st, 23d and 24th interrogatories, and to each separately, they answer in the negative, or no.

To the 6th. There has been four or five cases where the endorsers of notes living in Troy. have offered new notes for a part against persons residing in Orange county, which have been discounted, and drafts on New-York sold, to be transmitted by mail to the drawers of larger notes, previously discounted by this bank, to aid in taking them up; but in those few cases it was the choice

of the applicants to take such drafts at a small premium, in preference to hazarding the sending bills current at the banks in New-York, which they might have had at par for such new discounts. With these few exceptions they answer to this 6th interrogatory in the negative.

To the 7th, No, except as in the last preceding case.

To the 8th, The sum of \$292.91 only.

To the 9th, One-fifth of the whole number, the premium on which amounts to less than twenty-five dollars.

To the 10th, They believe not more than eight instances.

To the 12th, Yes, except in some few cases where the paper was payable at another bank in Troy, and the drawers may have agreed to pay at this bank.

To the 15th, Never.

To the 16th, They answer, that not having commenced such kind of business with any of they customers, they cannot designate any time when it was desisted in.

To the 17th, They answer, that they do not recollect of their being so admonished or advised.

To the 19th, 120 payable in New-York, and 20 payable in Albany.

To the 22d, To the whole and each part in the negative, except that there have been cases where paper offered for discount has been refused, and afterwards offered with an additional name and discounted for a customer of the bank. (not a broker,) who did not first offer it, but in no such case has an officer of this bank been benefited thereby, beyond his general interest as a stockholder of said bank.

To the 25th, That the bank has been in the practice of taking of their customers and others, the bills of the banks of the eastern states that were at par in Boston, and also of the banks in this State not taken at par by the banks in Albany, at from one-quarter to one-half per cent discount, or in deposite at par, where assurances were given that the deposite would lay about fifteen days, and in many cases at par in exchange for the bills of this bank, where there was a prospect of circulation. Such bills so taken have chiefly been disposed of to a broker in New-York, and to other banks at par, on time or other specific arrangement. Some of it to customers to pay canal tolls, where it would answer at par, and in all other cases where it was alleged by the receivers that they could pass it off without a sacrifice. The bank has not taken the bills of a bank out of the United States, nor of any bank within the United States that were considered of less value than the bills of some of the western banks of this State. There have been cases where the endorser, (not a drawer,) of a note discounted, has previously agreed to receive, and did receive therefor, the whole or a part in such money at par, as was taken at a discount as aforesaid; but those cases were few in number, the aggregate amount in all not large, yet it is out of our power to state the amount, as no memorandums were made of those transactions. But they do believe the sums so paid out do not exceed the aggregate amount of the

like bills taken by the said bank, at par or on time, from various sources, and in all those cases, the officers of the bank were led to believe that the receiver of such bills would pass them off at par. The current value of such bills at the counter of said bank, when so paid out, was from one-quarter to one-half per cent discount, and at the same time respectively all such bills so paid out, were current in the city of Troy at par value, in business transactions with merchants, mechanics and others generally, out of the banks in that city.

To the 26th, No, except so far as may be inferred to the contrary, by their answer to the 25th interrogatory.

STATE OF NEW-YORK, }
CITY OF TROY, } ss.
Rensselaer County. }

George Vail, president, and Alanson Douglas, cashier, of the Merchants' and Mechanics' Bank, being duly sworn, severally depose and say, that their preceding answers to the annexed several and respective interrogatories of the honorable committee of the House of Assembly of this State, on the incorporation and alteration of the charters of banking and insurance companies, are all true according to the best of their knowledge and belief.

GEO. VAIL, *President*,
ALN. DOUGLAS, *Cashier*.

Sworn to before me, this 5th day }
of February, 1835. }

JOHN P. CUSHMAN, *Recorder of Troy*.

TROY CITY BANK.

I hereunto subjoin answers to the several interrogatories, prepared by the committee on banks and insurance companies, in pursuance of a resolution of the Assembly, passed 28th January, 1835.

The answers will be found in the same order in which they were put.

1st. When our regular means of discounting were about exhausted, and loans in New-York were or might be necessary to sustain the credit of the Bank, we have occasionally required, (and that to a very limited extent,) that notes should be payable in New-York, that the borrower should place the funds where the bank had to resort to raise them. This has been done more with a view to the accommodation of the customers of the bank generally, than for its benefit.

2d. I answer in the negative, so far as my knowledge extends.

3d, 4th and 5th. No.

6th. I answer in the negative, so far as my knowledge extends.

7th. In three instances I have sold drafts to the amount of \$500, \$250 and \$300, where I supposed they were to pay notes due in New-York, for the same amount which had been discounted; but it is not our practice to ask premiums in such cases.

8th. The amount of premiums on drafts issued during the last year, is \$506.28.

9th. I know of none, except as stated under the head of the 7th interrogatory.

10th. I know of none, except as stated above.

11th. I answer in the negative, so far as my knowledge extends.

12th. Yes.

13th and 14th. No.

15th. I answer in the negative, or that we have never pursued that business.

16th. We have never pursued that business.

17th. No.

18th. I have never used the funds of the bank to purchase paper for my own benefit, nor have I procured money from the bank to purchase paper for a greater interest than seven per cent., but in one instance, and that more than a year since; the amount was \$1,000.

19th. The number of notes discounted within the ninety days, next preceding January 1st, 1835, payable in New-York and Albany, is one hundred and eighty-six.

20th, 21st, 22d, 23d and 24th. No.

25th. We have in some instances made it conditional for persons asking discounts, to take paper called uncurrent in payment for such discounts. It has, however, more generally been left optional with them, to receive it or not. Such paper was mostly paid out to customers of other banks; for had we paid our own to them, in most cases, we should have been obliged to redeem it from the other banks on the same day, by a draft on New-York. The amount of paper so paid out, I have no means of ascertaining, as a large proportion of our uncurrent has been redeemed by the banks in this city, once in two weeks, at par; another portion has been disposed of to brokers in New-York, and to one of the banks in Albany, and a considerable amount of the bills of the Safety Fund banks, paid by our customers for canal tolls. I can safely say, however, that the amount paid out on paper discounted, must fall short very considerably the amount received at our counter at par. Whenever we have charged a discount, it has been mostly from $\frac{1}{2}$ to $\frac{1}{4}$ per cent. There may have been instances where the discount was more, but the amount must have been *very small*, as we generally decline dealing in money that is at a greater rate of discount. We do not deal in money out of the United States, nor have we ever had agents for paying out uncurrent and depreciated paper.

26th. No.

S. K. STOW,
Cashier of the Troy City Bank.

On the 6th day of February, 1835, before me, personally appeared, Silas K. Stow, cashier of the Troy City Bank, and made oath, that the foregoing answers subscribed by him, made to the several interrogatories, in pursuance of a resolution of the Assem-

bly, passed January 28, 1835, are severally true, according to the best of his knowledge, information and belief.

C. D. SHELDON, *Commissioner, &c.*

Hon. JOHN WILKINSON,

Dear sir—I herewith enclose the answers of the several interrogatories proposed by the committee, of which you are chairman.

I have the honor to be, with much respect,

Your obedient servant,

S. K. STOW.

BANK OF LANSINGBURGH.

Answers by the cashier of the Bank of Lansingburgh, to the interrogatories addressed to him by the bank committee of the House of Assembly :

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, No, not in any instance whatever.

To the 8th. We frequently accommodate our customers with drafts on New-York, at par. Sometimes, though very seldom, have sold small drafts to strangers at a premium of $\frac{1}{4}$ or $\frac{1}{2}$ per cent. The whole amount however sold in 21 years would not exceed \$10,000. I think not \$6,000.

To the 9th, None.

To the 10th, In no instance.

To the 11th, Never.

To the 12th, Yes, unless the maker became insolvent before the paper arrived at maturity, and different arrangements made.

To the 13th and 14th, No.

To the 15th, We have never adopted such practice.

To the 16th, We have not yet commenced this kind of business.

To the 17th, No, I never stood in need of such advice.

To the 18th, No, nor have I been indebted to this bank as a borrower, in 16 years. If I had been, I should have considered it a personal transaction, for which I was not accountable to any person.

To the 19th, We have discounted, in that time, eighty-eight notes and drafts payable in New-York and Albany, amounting to \$101,526.75.

To the 20th, Our discounts have always been made at the bank, or by the discounting committee residing in the village.

To the 21st, We have never made such requirement of any borrower, but would prefer receiving payments in notes other than our own; the reason is obvious: to aid in our exchanges, and keep our own bills in circulation.

To the 22d, Never.

To the 23d, Never, at any time.

To the 24th, We have no dealings of any kind with brokers, nor have we ever purchased our own notes at a discount.

To the 25th, We have occasionally received from our customers, in small sums, what we call uncurrent notes; that is, paper which will not redeem our own bills in New-York, nor answer in our exchanges with the neighboring banks. These notes we sometimes receive in deposit on time, occasionally at a discount of $\frac{1}{4}$ or $\frac{1}{2}$ per cent, and more frequently at par, when the exchange is supposed to be advantageous, and pay them out on loans, when the circulation for our own notes would not be favorable. The amount of these transactions, however, is very inconsiderable, and is confined to the bills of this, and the eastern States. We never receive bills out of the United States; nor of the southern or western States.

To the 26th, I am not aware of any such means; nor has this bank, at any time, or in any manner, been concerned in any of the practices condemned in the Governor's message, and referred to in the resolution of the House of Assembly of the 27th January. It may not be improper to add, that I have been cashier of this institution since it commenced operations, in the year 1813, and intimately acquainted with all its transactions.

BANK OF LANSINGBURGH, }
5th February, 1835. }

James Reid, cashier of the Bank of Lansingburgh, being duly sworn, says, that the preceding answers to twenty-six interrogatories proposed by the committee on the incorporation and alteration of the charters of banking and insurance companies, are correct and true, according to the best of his knowledge and belief.

JAS. REID.

Sworn before me; this 5th day }
of February, 1835. }

C. L. TRACY,
Commissioner of Deeds for Rensselaer county.

BANK OF WHITEHALL.

To the Hon. JOHN WILKINSON, Chairman, &c.

H. W. Palmer, cashier of the bank of Whitehall, being duly sworn, says that he has had the honor to receive your printed circular of the 28th January last, with the resolution of the House of Assembly of the 27th of the same month, together with the 26 interrogatories thereto annexed.

To which interrogatories this deponent answers, to wit:

To the 1st, In some few instances we have recommended our customers to make their paper payable in Troy, where our bills are redeemed every 14 days, and upon which place we have been in the habit of charging a premium for drawing.

To the 2d, 3d, 4th, 5th, 6th and 7th this deponent answers in the negative, or no.

To the 8th, About \$150.

To the 9th, He has no recollection of having sold a draft or drafts for such purpose or purposes.

To the 10th The same answer as to the 9th.

To the 11th, That no paper has been discounted for this purpose, to his recollection.

To the 12th, In all cases, except where they have been paid at our own counter without any charge of the difference of exchange.

To the 13th and 14th, No.

To the 15th, We have never pursued this business.

To the 16th, We never began, therefore never desisted.

To the 17th and 18th, No.

To the 19th, Twenty-eight, besides those payable in Troy.

To the 20th, 21st, 22d and 23d. No.

To the 24th, No, for the time he has been cashier of the institution; that he was appointed cashier about 6 months after the bank commenced operations.

To the 25th, The bank has never paid out over \$1,000 in all, of money which was received at a discount to a borrower at par, and in the few instances where they have so paid out uncurrent, not at par, at their counter, the borrowers stated they could dispose of the money received without loss. The money paid out as above was about \$100 of it at 2 per cent., and the rest about one-quarter of one to one per cent discount.

To the 26th, No.

H. W. PALMER, *Cashier.*

Sworn and subscribed this 6th day }
of February, 1835, before me. }

W. H. PARKER.

Supreme Court Commissioner.

ESSEX COUNTY BANK.

ESSEX COUNTY BANK, }
5th Feb. 1835. }

To JOHN WILKINSON, Esq., Chairman, &c.,

Sir—Your communication under date of the 28th January, ult., containing interrogatories, is received, and herein I return you answers thereto.

Very respectfully,

A. THOMPSON, *Cashier.*

1st Interrogatory. No, no otherwise than as stated in answer to interrogatory No. 2.

2d. This bank has, when operating close up to its means, refused to make loans by way of accommodation, payable at the bank; when at the same time, loans have been granted upon notes for which value had been paid, and upon notes payable in Albany and New-York, where it was expected the drawers or acceptors would have funds to pay, and would pay, such paper at its maturity.

3d, 4th and 5th. No.

6th. I now remember, nor do I believe I ever knew, of but one such case, and in that case the paper would have been done whether the drafts had been purchased or not; the premium on the draft was neither the consideration or the condition of the discount, so far as I know or believe.

7th. Yes.

8th. \$189.54, as nearly as I can now ascertain it.

9th. The proportion that one bears to twenty-five, or the proportion \$1,800 bears to \$45,040, the latter being the whole amount sold.

10th. One, I remember no more.

11th. Yes, in one instance.

12th. Yes, always.

13th. We have never retained such notes in our possession 'till due, and have therefore never required or received any such premium.

14th. This bank has never charged or received any sums for protest, postages or other expenses upon notes or drafts, except such as have actually accrued by reason of the non-payment of such notes or drafts, at the place where by the tenor thereof, they are payable.

15th. This bank has never pursued such business.

16th. Never desisted, never having commenced.

17th. I have never been admonished or advised about the matter. I have at sundry times heard such business alluded to as censurable.

18th. No.

19th. Forty-six notes and drafts.

20th, 21st and 22d. No.

23d. No such loans have been made to my knowledge, nor do I believe any such have been made.

24th. No.

25th. We have never annexed any such condition to our loans; in some few, very few instances, borrowers have taken a part of the proceeds in notes of the Canada banks, for the reason that they would answer their purpose as well or better than our own notes, but in all such cases, it has been voluntary on their part.

26th. No.

STATE OF NEW-YORK, } ss.
Essex County, }

Chesterfield, 5th February, 1835. On this day, personally appeared before me, Andrew Thompson, cashier of the Essex County Bank, who being by me duly sworn, says, that the foregoing interrogatories, numbered from one to twenty-six, are the interrogatories proposed to him by the chairman of the standing committee, on the incorporation and alteration of the charters of banks, &c., pursuant to a resolution of the House of Assembly, passed 27th January, ult., and that the foregoing answers, are intended to be answers to such interrogatories, and further, that such answers are true, according to his best knowledge, recollection and belief.

A. THOMPSON, *Cashier.*

Sworn to, before me, this 5th day }
of February, 1835. }

OLIVER KESSE, *2d Judge of County Courts.*

SARATOGA COUNTY BANK.

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, No.

To the 8th, This bank does not charge its regular customers any premium on drafts, and the premiums received on drafts sold to others, are so trifling that no separate account thereof has been kept; the whole amount received during the last year, will not exceed twenty-five dollars.

To the 9th, Not any to my knowledge or belief.

To the 10th, Not in any instance to my knowledge or belief.

To the 11th, No.

To the 12th, Yes, except in one instance recently, a small note payable at the Schenectady Bank was retained at the request of the endorser.

To the 13th and 14th, No.

To the 15th, No such practice has been pursued by this bank.

To the 16th, Answered in the preceding interrogatory.

To the 17th and 18th, No.

To the 19th, Forty-seven notes and drafts.

To the 20th, No, no such agency has been employed.

To the 21st, No such requirement has been made by this bank.

To the 22d, No.

To the 23d, No such loans have been made by this bank.

To the 24th, No.

To the 25th, No, no such condition has been made.

To the 26th, No.

SARATOGA COUNTY, {
State of New-York. } ss.

I, Jonathan H. Douglas, cashier of the Saratoga County Bank, do solemnly swear, that the respective answers to the foregoing interrogatories are true, according to the best of my knowledge and belief, so help me God.

J. H. DOUGLAS.

Sworn this 4th day of February, {
1835, before me, }

G. W. KIRKLAND,
Commissioner of Deeds for Saratoga county.

MOHAWK BANK.

The answer of D. Martin, president of the Mohawk Bank, to the several interrogatories propounded to him under the resolution of the Assembly, the 27th January last.

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, I answer no.

To the 8th, Nothing received.

To the 9th, None has been applied.

To the 10th, In no instance.

To the 11th, No.

[Assem. No. 229.]

To the 12th, It is sent to our depositing bank in Albany, and by them forwarded to the place of payment.

To the 13th and 14th, No.

To the 15th, We never required it.

To the 16th, We never practised it.

To the 17th and 18th, No.

To the 19th, Those payable in Albany amount to \$33,478.62, those payable in New-York amount to 19,950.60.

To the 20th, No.

To the 21st, We are not in the practice of requiring it, although it is agreeable to us to have it done; it aids us in making our exchanges.

To the 22d and 23d, Not to my knowledge.

To the 24th, No.

To the 25th, There has been no transaction of the kind alluded to in this interrogatory to my knowledge.

To the 26th, Never to my knowledge.

Schenectady County, ss.—Daniel Martin, president of the Mohawk Bank, being duly sworn, saith, that he has read the interrogatories propounded to him by a resolution of the Assembly, under date of 27 January, 1835, and that the foregoing answers are true to the best of his knowledge and belief.

D. MARTIN.

Sworn this day of February, }
1835, before me, }

S. W. JONES,
First Judge of Schenectady county.

SCHENECTADY BANK.

The answer of Thomas Palmer, cashier of the Schenectady Bank, in writing, under oath, to the several and respective interrogatories hereto annexed, pursuant to a resolution of the House of Assembly of this State, of the 27th ult., a reply of which is also hereto annexed.

To the 1st, this respondent answers in the negative. The said bank, when applied to for the discount of paper, never having compelled, required, encouraged or recommended, directly or indirectly, the person so applying, to make his paper payable at places on which said bank was in the habit of selling drafts at a premium, to the knowledge, information or belief of this respondent, as inquired of by said 1st interrogatory.

To the 2d, this respondent answers in the negative. This respondent having no knowledge, information or belief that this bank ever refused to make any discount, unless the paper so offered was made payable at Albany or New-York, as required of by the said 2d interrogatory.

To the 3d, this respondent answers in the negative. This bank having never discounted paper payable either at Albany or New-

York, the officers of this bank, or any of them, knowing or having reason to believe that the person properly liable for the payment of such paper would not have funds at its maturity at the place of payment, to the knowledge, information or belief of this respondent, as inquired of by the said 3d interrogatory.

To the 4th, this respondent answers in the negative. This bank having never discounted any paper payable at Albany or New-York, the officers of the bank, or any of them, knowing or having reason to believe or expect that the person obtaining the discount would, previous to or at the maturity of his paper, purchase of this institution a draft to be used in the payment of such paper so discounted by this bank, to the knowledge, information or belief of this respondent, as inquired of by the said 4th interrogatory.

To the 5th, this respondent answers in the negative. This bank having never discounted any paper payable either at Albany or New-York, under any understanding or arrangement with the person obtaining the discount, that he or any other person should, at the maturity of the paper, purchase of this bank a draft on the place at which his paper was so payable, to the knowledge, information or belief of this respondent, as inquired of by the said 5th interrogatory.

To the 6th, this respondent answers in the negative. This bank having never discounted a draft or note, the officers of the bank, or any of them, knowing or having reason to believe that the proceeds of such draft or note would be applied to the purchase of a draft from this bank at a premium, to be used for the purpose of taking up a previously discounted draft or note belonging to this bank, to the knowledge, information or belief of this respondent, as inquired of by the said 6th interrogatory.

To the 7th, this respondent answers in the negative. This bank having never sold a draft or drafts, the officers of the bank, or any of them, knowing or having reason to believe that the said draft or drafts, so sold, were to be used or applied to the payment of any note or draft due to this bank and payable at Albany or New-York, to the knowledge, information or belief of this respondent, as inquired of by the said 7th interrogatory.

To the 8th, this respondent answers, and says, That the whole amount which has been received by this bank for premiums on drafts sold by said bank during the last year is \$35.25.

To the 9th, this respondent answers and says, That no part of the drafts sold by this bank during the last year has been applied as payment upon debts, notes or drafts due to this bank, as inquired of by the said 9th interrogatory.

To the 10th, this respondent answers and says, That in no instance, during the last year, has this bank sold any draft or drafts to be used by the purchaser in paying notes, drafts or debts due to this bank, to the knowledge, information and belief of this respondent, as inquired of by the said 10th interrogatory.

To the 11th, this respondent answers in the negative. This bank having never discounted paper, the officers of the bank, or any of them, expecting or having reason to believe that this bank would

be enabled to sell the person obtaining the discount a draft at a premium, to be used by him in the payment of his discounted paper to the knowledge, information or belief of this respondent, as inquired of by the said 11th interrogatory.

To the 12th and 13th, this respondent answers and says, That this bank has, in all instances, sent or remitted the paper, discounted by said bank, to the place of payment, according to the knowledge, information and belief of this respondent, as inquired of by the said 12th and 13th interrogatories.

To the 14th, this respondent answers in the negative. No such transaction having taken place in or on behalf of this bank, or by any officer of the said bank, to the knowledge, information or belief of this respondent, as inquired of by the said 14th interrogatory.

To the 15th, 16th and 17th, this respondent answers and says, That this bank has never pursued the business of requiring the paper of its customers, or any portion of them, or of any other person, to be made payable at Albany or New-York, or of selling drafts to pay any such paper at any time or on any occasion, to the knowledge, information or belief of this respondent, as inquired of by the said last mentioned interrogatories.

To the 18th, this respondent answers and says, That he has at no time or on any occasion, directly or indirectly used the funds of the said bank, or procured money therefrom, with which he has ever, for his private benefit, purchased paper at a discount beyond the legal rate, as inquired of by the said 18th interrogatory.

To the 19th, this respondent answers and says, that the number of drafts and notes, this bank has received and discounted within ninety days, next preceding January 1st, 1885, is seventeen; namely, fourteen payable in New-York, and three in Albany, as inquired of by the said 19th interrogatory.

To the 20th, this respondent answers and says, that this bank has never appointed, authorised, or in any manner employed an agent or agents, for the purpose of procuring, recommending, or receiving paper for discount, with any understanding on the part of this bank, or any of its officers, that such agent should charge to or receive from the person applying for or obtaining the discount, any commission or compensation for the services of such agent, as inquired of by the said 20th interrogatory.

To the 21st, this respondent answers in the negative; no such requisition having been made by the said bank or any officer thereof, or any other person in their behalf, to the knowledge, information or belief of this respondent, as inquired of by the said 21st interrogatory.

To the 22d, this respondent answers in the negative; no paper having been presented at this bank for discount, on being declined or refused, and the same subsequently presented by a broker or any other person, and discounted; nor has any officer of this bank, participated, directly or indirectly, in the profits of the endorsement or brokerage of any such paper, or any other paper, presented to this bank for discount, to the knowledge, information or be-

lief of this respondent, as inquired of by the said 22d interrogatory.

To the 23d, this respondent answers in the negative; no loans have ever been made by discount or otherwise, to any broker, for the business of exchange or brokerage, in which any officer of this bank was interested, directly or indirectly, to the knowledge, information or belief of this respondent, as inquired of by the said 23d interrogatory.

To the 24th, this respondent answers in the negative; this bank never has employed any broker or brokers, or other person or persons, in the city of New-York or elsewhere, and furnished him or them with funds for the purchase, at a discount, of the bills of this bank with a view to gain, to the knowledge, information or belief of this respondent, as inquired of by the said 24th interrogatory.

To the 25th, this respondent answers and says, that in the month of February, 1834, this bank in consequence of the great pressure and panic then prevailing, gave notice to their customers and others, that they should cease to discount for the present; and the said bank did so cease and exerted themselves to curtail, and did call in and greatly curtail the circulation of their bills, and did very much lessen their discounts. That during the said month of February, two of the customers of the said bank, having been so notified, and having also been informed that the said bank were curtailing their circulation, proposed to have their notes discounted and take bills of the different banks of this State other than those of our own bank, including bills of the western banks of this State at par, stating that these bills would answer their purposes as well as the bills of this bank, and also stating that the discount of their notes at that time would be to them a very great accommodation. Accordingly the said notes were discounted, amounting to \$4,050; that a greater portion of this sum was paid in bills at par in Albany; that from \$1,000 to \$1,500 thereof, was paid in bills of the western banks of this State, at par; that the said bills were at that time, at par in this city and neighborhood, among the merchants and citizens; that this bank then received the bills of the said western banks from their customers in payment of notes and on deposit at par, except for collection notes from Albany, which were required to be paid in bills of this bank or in money at par in Albany; in the latter case a discount of one-half of one per cent. was charged by us on bills of the western banks of this State when paid on collection notes, and in some few instances when they were paid by transient customers, such discount being the discount at *that* time charged at Albany on such bills. But this respondent has no knowledge, information or belief, that any part of the said bills of the western banks of this State, so paid by the said bank in part for the said discounted notes, were any of the bills which had been taken at a discount by this bank.

And this respondent further answering, says, that the said two notes, so discounted as aforesaid, were afterwards paid up, in the payment of which, more than half of the amount thereof was paid in bills of banks in the eastern States, which were received at par

by this bank in payment of the said notes, the said eastern bills then being at about the same discount at Albany and New-York, as the bills on the western banks of this State.

And this respondent further answering, says, that with the exception of the above enumerated cases, neither this bank nor any of the officers thereof, nor any other person or persons, for or in behalf of said bank, to the knowledge, information or belief of this respondent, have made it a condition, directly or indirectly, or impliedly, of discounting any note, draft or evidence of debt, that the borrower should receive therefor, the notes or bills of other banks at par, which notes were not at that time current and of par value at this bank, or the notes or bills of banks out of the United States, or out of this State, which were not at the time current and bankable at this bank, as inquired of in the said 25th interrogatory.

To the 26th, this respondent answers in the negative, and says, that by any of the practices alluded to in the foregoing interrogatories, or by any other means, this bank has not adopted a course of business, with the intention on the part of its officers or any of them, of receiving more than the legal rate on paper discounted by the said bank, according to the knowledge, information or belief of this respondent, as inquired of by the said 26th interrogatory.

Schenectady County, ss.—Thomas Palmer, cashier of the Schenectady Bank, being duly sworn, says, that he has read the foregoing written answers to the interrogatories thereto annexed, and knows the contents thereof, and that the same is true, according to the best of his knowledge, information and belief.

THOMAS PALMER, *Cashier.*

Sworn and subscribed to, this 5th day }
of February, 1835, before me, }

DAVID CADY SMITH,
Commissioner of Deeds.

Schenectady County, ss.—Archibald Craig, president of the Schenectady Bank, being sworn, says, that he has read the foregoing written answers of Thomas Palmer, cashier of said bank, to the interrogatories thereto annexed, and knows the contents thereof. And this deponent says, that as far as his knowledge or information extends, the same is true, and that he believes the whole of said written answers to be true; and as an answer to the 18th interrogatory, this deponent saith, that he has never used the funds of the said bank, or procured money from the said bank, with which he has for his private benefit, purchased paper at a discount beyond the legal rate.

ARCHIBALD CRAIG,

President of the Schenectady Bank.

Sworn and subscribed to, before me, }
the 5th day of February, 1835. }

DAVID CADY SMITH,
Commissioner of Deeds.

MONTGOMERY COUNTY BANK.

MONTGOMERY COUNTY BANK, }
Johnstown, Feb. 6th, 1835. }

JOHN WILKINSON, Esq. Chairman, &c.

SIR—In compliance with the request contained in your circular, of 28th January last, requiring answers to twenty-six interrogatories, contained in said circular, I here forward you the following, viz:

To the interrogatories number 1, 2, 3, 4, 5, 6, 11, 13, 14, 17, 18, 20, 21, 22, 23, 24, 25, 26, the answer is, No.

7th, In a very few instances this bank has sold drafts to be forwarded by mail, for the payment of a note at Albany, belonging to said bank, but in every instance it has been done at the request and wish of the payor of the note, and never been compelled by us, nor has there ever been any previous understanding of the kind.

8th, There has been no separate account kept of this item, but suppose it to be about five hundred dollars.

9th, Amount not known, but supposed to be between four and five thousand dollars.

10th, Probably about four or five times.

12th, answer, Yes.

15th, No time.

16th, Neither commenced nor desisted.

19th, Seventeen.

Most respectfully,

Your obedient servant,

N. P. WELLS, Cashier.

Note to interrogatory No. 25. This bank has never been in the practice of paying the proceeds of discounted paper in uncurrent bills. There has, however, been two instances; one about three years since, the other over one year, where we discounted a note for a person going to Canada, who offered to take Canada bank notes, believing they would answer as well, if not better, than the bills of this State. The amount paid to each individual did not exceed fifty dollars.

N. P. WELLS, Cashier.

Also in selling the drafts alluded to in No. 7, the idea of impropriety did not occur to me, but viewed it the same as selling drafts for other uses.

N. P. WELLS, Cashier.

James W. Miller, vice-president of Montgomery County Bank, and Nathan P. Wells, cashier of the same, being duly sworn depose and say, that the answers contained in the within statement are true, to the best of our knowledge and belief.

JAS. W. MILLER, Vice-President.

N. P. WELLS, Cashier.

Subscribed and sworn to this 6th day }
 of February, 1835, before me, }

ABM. MORRELL,

First Judge of Montgomery County Courts.

CENTRAL BANK.

STATE OF NEW-YORK, }
 Otsego County, } ss.

Horatio J. Olcott, of Cherry-Valley, in the county of Otsego, cashier of the Central Bank, being duly sworn, says, that he has carefully read the interrogatories sent him by John Wilkinson, Esq., chairman of the committee on banks, &c., in the Assembly, which are hereto annexed, and that he answers in writing, on oath, to said interrogatories, as follows:

To the 1st interrogatory, this deponent answers, That in a very few instances, he, as the cashier of the Central Bank, has recommended to some of its customers, to make a note payable at one of the banks in Albany, because the deponent supposed it would be more likely to be promptly paid, and in such cases, only when the customer from the nature of his business, expected to have funds in the city, but never with a view to sell a draft to enable the maker, or any one else, to pay it. In no other manner, has the Central Bank, to the knowledge, information, or belief of this deponent, ever, when applied to for the discount of paper, compelled, required, encouraged or recommended, directly or indirectly, the person so applying, to make his paper payable at places on which said bank was in the habit of selling drafts at a premium; and this deponent further says, that when he has, as above stated, recommended to have notes made payable in Albany, or New-York, it has been for no other reason than the one above stated; and this deponent further says, that whenever said notes, so made payable in Albany, or New-York, were not duly paid, and were afterwards renewed, the same has been done without any premium being asked, or received. The only charges that were ever made on any such notes, were for postage and protest.

To the 2d, this deponent answers, No: as this deponent has no knowledge, information, suspicion or belief, that the Central Bank ever refused to make discounts, unless the paper was made payable in Albany or New-York.

To the 3d, 4th, 5th, 6th and 7th, this deponent answers, Not to his knowledge, information, suspicion or belief.

To the 8th, That \$42.05 and no more, has been received by the Central Bank, for premiums on drafts sold during the last year.

To the 9th, this deponent answers, That he has no knowledge, information, suspicion or belief, that any part of the drafts sold by the Central Bank during the last, or any previous year, has been applied as payment upon debts, notes, or drafts due to said bank.

To the 10th, this deponent answers, That in no instance has the Central Bank, during the last year, or in any other year since this deponent has been its cashier, (which has been for the last five years,) sold drafts to be used by the purchaser in paying notes, drafts or debts, due to said bank; and this deponent has no knowledge, information, suspicion or belief, that it ever did it.

To the 11th, this deponent answers, That no paper, to his knowledge, information, suspicion or belief, has ever been discounted by said bank, under the circumstances, or for the cause, or reason, mentioned in that interrogatory.

To the 12th, this deponent of his own knowledge, answers, Yes.

For an answer to the 13th and 14th, this deponent refers to his answer to the 12th.

To the 15th, this deponent says, That he has no knowledge, information, suspicion or belief, that the Central Bank has ever pursued the business of requiring the paper of its customers, or a portion of them, to be made payable at Albany or New-York, and of selling drafts to pay such paper, or any thing like it.

For answers to the 16th and 17th, this deponent refers to his answer to the 15th.

To the 18th, this deponent answers, That he has never used the funds of the Central Bank, or procured money from it, with which he has for his private benefit, or otherwise, purchased paper at a discount beyond the legal rate, or at any other rate.

To the 19th, this deponent says, That the Central Bank has received or discounted within the ninety days preceding January 1st, 1835. which are payable in Albany or New-York, thirteen notes or drafts, amounting to \$6,147.02.

This deponent answers the 20th unequivocally in the negative.

To the 21st, this deponent answers, That he, as cashier of the Central Bank, generally gives its customers to understand, that he prefers having their discounted notes paid in bills on other banks; that he does this, that more of the bills of the Central Bank may be kept in circulation, but the Central Bank is not in the practice directly, or indirectly, of requiring, (except as stated above,) those who obtain discounts from it, to make their payments in notes of banks other than their own, and payments in bills of the Central Bank are always received, if the customer prefers to pay in such bills.

To the 22d and 23d, this deponent answers, That since he has been cashier of said bank, or at any previous period, he has no knowledge, information, suspicion or belief, that any paper presented to the Central Bank for discount, has been declined, or refused, and the same subsequently presented by a broker or any other person, and discounted, in which any officer or director of the bank participated directly or indirectly, in the profits of the endorsement or brokerage of any such paper, or of any other paper presented at said bank for discount, nor have any loans to the knowledge, information, suspicion or belief of this deponent, been made, by discount or otherwise, to any broker, for the business of exchange or brokerage, in which any officer or director of the said bank was interested, directly or indirectly.

To the 24th, 25th and 26th, this deponent answers, That he has no knowledge, information, suspicion or belief, that since he has been the cashier of said bank, or at any previous time, any of the practices, or things, or matters set out in these interrogatories, have been suffered, done, or committed by the Central Bank, or by any of its directors, officers, agents or servants.

H. J. OLCOTT, *Cashier.*

Sworn and subscribed this 3d day of }
February, 1835, before me, }

JAMES HETHERINGTON, *Commissioner of Deeds.*

OTSEGO COUNTY BANK.

STATE OF NEW-YORK, } ss.
Otsego County, }

Robert Campbell, president of the Otsego County Bank, and Henry Scott, cashier of the said bank, being severally sworn, depose and say, in answer to the interrogatories addressed to the presidents, cashiers or other officers of the several banks in this state, under the Safety Fund, (except those in the city of New-York,) under the resolution upon that subject adopted by the Assembly, January 27th, 1835, as follows, to wit:

To the 1st interrogatory, That this bank, when applied to for the discount of paper, has never, in any instance, to the knowledge, information or belief of these deponents, compelled, required, encouraged or recommended, directly or indirectly, the person so applying, to make his paper payable at places on which this bank was in the habit of selling drafts at a premium.

To the 2d, That this bank never refused, to the knowledge, information or belief of these deponents, to make discounts, unless the paper so offered was made payable at New-York or Albany.

To the 3d, That this bank has never, to the knowledge of these deponents, nor have they reason to believe, discounted paper payable either at Albany or New-York, when the person properly liable for the payment of such paper would not have funds at its maturity, at the place of payment.

To the 4th, That this bank has never, to the knowledge or belief of these deponents, discounted paper payable at Albany or New-York, with the knowledge, belief, or expectation of said deponents, that the person obtaining the discount would previous to, or at the maturity of his paper, purchase of this institution a draft, to be used in the payment of such paper, so discounted by this bank.

To the 5th, That this bank has never, to the knowledge or belief of these deponents, discounted paper payable either at Albany or New-York, under an express understanding or arrangement with the person obtaining the discount, that he or any other person should at the maturity of the paper, purchase of this bank a draft on the place at which his paper was so payable.

To the 6th and 7th, That this bank has, in one instance only, to the knowledge or belief of these deponents, discounted a note, the proceeds of which were applied to the purchase of a draft for the purpose of paying a previously discounted note made payable in Albany, of one thousand dollars; for which, this bank received half per cent, and that no other draft has, to recollection or belief of these deponents, been sold by this bank to be used or applied in payment of any note or draft due to this bank and payable at Albany or New-York.

To the 8th, That the amount received for premiums on drafts during the last year, have in most cases, been carried to profit and loss, in connexion with interest received on notes, part due, without designating the amount received for each; that the amount

credited for premiums, and premium and interest together, amount to three hundred and sixty dollars and eighty-five cents; that it is not in the power of these deponents, to ascertain the precise amount received for premiums during the last year, but it is their opinion that it would not vary materially, from two hundred and fifty dollars.

To the 9th and 10th, That no draft has been sold by this bank during the last year, to the knowledge or belief of these deponents, to be used by the purchaser in paying notes, drafts or debts due to this bank.

To the 11th, That this bank has never discounted paper, the officers of the bank, or any of them, to the knowledge or belief of these deponents, expecting or having reason to believe, that this bank would be enabled to sell to the person obtaining the discount, a draft at a premium, to be used by him in the payment of his discounted paper.

To the 12th, the said Henry Scott for himself, says, That the paper discounted by this bank, has been uniformly sent to the place at which the same was made payable, with the exception of certain drafts on a firm in the city of New-York, which had not been sent previous to the failure of said firm, and were taken up by the drawer, and if any other note or draft has not been sent to the place at which the same were made payable, (of which this deponent is uncertain,) it has been at the request and for the convenience of the maker; and the said Robert Campbell for himself, says, that he believes the foregoing statement to be true.

To the 13th and 14th, That in no instance, when such discounted paper has not been sent to the place at which it was made payable, has this bank or any of its officers required or received the premium on a draft or drafts, upon the place where such paper was payable, nor have they required or received the payment of any charges for postage, protest or other disbursements as connected with, or claimed as accruing upon such discounted paper.

To the 15th and 16th, That this bank has never in any instance, required the paper offered for discount by its customers, to be made payable at Albany or New-York.

To the 17th, The said Henry Scott, for himself, says, that he believes, that the practice of banks requiring paper offered for discount, to be made payable at a distant place, for the purpose of enabling said bank to sell drafts at a premium, has been the subject of conversation with one or more of the Bank Commissioners, but this deponent has never been admonished to desist from such practice, nor has any such imputation been made against this bank to the knowledge of this deponent.

To the 18th, Henry Scott for himself, says, that he has never used the funds of this bank for the purpose of purchasing paper at a discount beyond the legal rate for his private benefit, nor has he ever obtained money from this bank for such purpose, unless in one or two instances which occurred probably more than two years since, and of which this deponent is uncertain whether he did or did not borrow a part or the whole from the bank, and of which

he has not at present the means of ascertaining. And the said Robert Campbell, for himself, says, that he has never used the funds of this bank for the purpose of purchasing paper at a discount beyond the legal rate for his private benefit, nor has he ever obtained money from the bank for such purpose.

To the 19th, That this bank has discounted within the ninety days next preceding the 1st day of January, 1835, thirty-one notes and drafts, payable at Albany and New-York, amounting in the aggregate to nineteen thousand two hundred and thirty dollars and thirty cents, which the said Henry Scott knows of his own knowledge, and the said Robert Campbell believes to be true.

To the 20th, That this bank has never appointed, authorized, or in any manner employed an agent or agents for the purpose of procuring, recommending, or receiving paper for discount, with the understanding on the part of the bank or any of its officers, that such agent should charge to or receive from the person applying for or obtaining the discount, any commission or compensation for the services of such agent.

To the 21st, That this bank has never made it a condition with its customers, that any note or notes discounted by it, should be paid in the notes of other banks. This bank has solicited exchanges from its customers; but it has never refused to discount any note or draft, for the reason that the person offering such note or draft, had not made an exchange with the bank in bills of other banks to the whole amount, or any part of the amount of such note or draft.

To the 22d, That there never has been to the knowledge of these deponents, any paper made payable at this bank, and offered for discount, which was declined or refused by the bank, and subsequently presented by a broker or any other person and discounted, nor has any officer of the bank participated in the profits of the brokerage of any such paper so offered for discount.

To the 23d, That no loans have been made by this bank, to the knowledge of these deponents, by discounts or otherwise, to any broker for the business of exchange or brokerage, in which any officer of this bank was interested directly or indirectly.

To the 24th, That this bank has never employed any broker or brokers or any other person or persons, in the city of New-York elsewhere, and furnished him or them with funds for the purpose of purchasing at a discount, the bills of this bank with a view to gain.

To the 25th, That this bank has never, nor has any of its officers, made it a condition, directly or indirectly or impliedly of the discounting of any note, draft, or other evidence of debt, that the borrower should receive therefor the notes or bills of any other bank or banks at par, which notes were not at the time current, or of par value at this bank, or the notes or bills of any bank or banks out of the United States, or out of this State, which were not at the time current and bankable at this institution.

To the 26th, That this bank has not by any of the practices alluded to in the foregoing interrogatories, or by any other means

adopted a course of business, with the intention on the part of its officers, or any of them, of receiving more than the legal rate on paper discounted by said bank.

ROB. CAMPBELL.
H. SCOTT.

Sworn by Robert Campbell and
Henry Scott, before me, this
7th day of February, 1835. }

ELISHA FOOTE.
Judge of Otsego County Court.

HERKIMER COUNTY BANK.

The answers of Albert G. Story, cashier of the Herkimer County Bank, to the interrogatories addressed to him by the chairman of the committee on the incorporation and alteration of the charters of banking and insurance companies, by virtue of a resolution of the Honorable the Assembly, of the 27th day of January, 1835.

In answer to the 1st interrogatory, this deponent says, The bank of which he is cashier, has not since his appointment, compelled, or required, directly or indirectly, persons applying for discounts, to make their paper payable at places on which this bank is in the habit of selling drafts at a premium, but this deponent has, as such cashier, in some instances directly, but not indirectly, encouraged and recommended persons applying for discounts, to furnish paper payable in Albany or New-York, on which places it is the habit of this bank to sell drafts at a premium; to such persons as desire to remit funds to those places.

To the 2d, this deponent answers, That he has not, as cashier of this bank, refused to discount paper unless the same was made payable at New-York or Albany, although he would give good paper payable at either of those places a preference, for the reason that it is more promptly paid, and for the further reason that it is desirable and necessary to have funds at those places.

To the 3d, 4th and 5th, this deponent says, No; not since he has been cashier thereof.

To the 6th, this deponent says, That this bank has had a few notes, which were supposed to be business paper, discounted by them, payable at Albany or New-York, protested, and in a few instances, have previously been advised by the parties, or some of them, that such notes could not be paid, and in such instances, at the request of the parties to such paper, or some of them, have discounted other paper, and sold a draft or drafts, at a premium, to enable such parties to take up such paper; this has sometimes been done in order to obtain additional security, and always by discounting the note or draft and placing the proceeds to the credit of the proper person, and leaving it optional with him to take the notes of this bank, or specie at the counter, or a draft at a premium; and that this deponent had reason to believe, though he did not know, that some of the persons would purchase a draft at a premium, for

the purpose of taking up a previously discounted note or draft belonging to this institution.

To the 7th, this deponent answers in the cases specified in his answer to the 6th interrogatory, It has.

To the 8th, this deponent says, He has not the means, and cannot state the exact amount received by this institution, for premiums on drafts sold for the last year, but as near as this deponent can state the same, from an examination of the books of the bank, the amount for one year previous to the 1st of January last, was about \$1,702 52.

To the 9th, this deponent answers, That he cannot state what proportion of the drafts sold at this bank during the last year, have been applied in payment upon debts, notes or drafts due to this bank, but since this deponent has been cashier thereof, he had sold drafts to the amount of about \$5,478, which he has reason to believe, have been so applied.

To the 10th, this deponent says, He cannot state in how many instances drafts have been sold, to be used by the purchaser in paying drafts, notes or debts, to this bank, but since this deponent has been cashier, he has sold drafts, he has reason to believe would be used so in sixteen instances.

To the 11th, this deponent answers, Not since he has been cashier.

To the 12th, this deponent answers, All the paper discounted by the bank since he has been cashier, has been sent to the place of payment. The 13th and 14th interrogatories are answered by the answer to the twelfth.

To the 15th and 16th, this deponent says, This bank has not, since he has been cashier, pursued the business supposed in these interrogatories.

To the 17th, this deponent answers, He has never been admonished or advised upon the subject in this interrogatory, further than to converse about the practices therein alluded to.

To the 18th, this deponent says, He has not.

To the 19th, this deponent says, The number is sixty-six.

To the 20th, this deponent says, It has not.

To the 21st, this deponent says, It is not, but they generally prefer that payments should be made in bills of other banks, for the reason that it gives the bills of this bank a better circulation.

To the 22d, this deponent says, Paper has been presented at the bank for discount and refused or declined and the same subsequently presented and discounted, but never by a broker to deponent's knowledge; that this deponent never declined or refused such paper, with a view to enable any person or broker to make a profit by procuring the discount of such paper, nor has he ever, directly or indirectly, participated in the profits of the endorsement of such paper, nor does he know or believe, that any of the officers of the bank have participated, directly or indirectly, in such profits; that when such paper has been declined or refused, it has been for the reason that the names upon the paper were not satisfactory, or their credit not sufficiently known, and if such paper was subse-

quently discounted, it was because additional security was given, or because, on inquiry, the credit of the persons ascertained to be good.

To the 23d, this deponent answers, There has not.

To the 24th, this deponent answers, It has not.

To the 25th, this deponent answers, That he nor any of the officers has, directly or indirectly, or impliedly, made it the condition of the discounting any note at said bank, that the borrower should receive therefor, the notes or bills of any other bank or banks which were not at the time current, or of par value at this bank, nor the notes or bills of any other bank or banks out of the United States, or out of this State, which were not at the time current and bankable at this institution.

To the 26th, this deponent answers, That no course of business has been adopted by him, at this bank, or any of the officers, to his knowledge, with a view of receiving more than the legal rate of interest on such discounted paper.

And this deponent says, he was appointed cashier of this institution on the 25th day of August last, since which time he has been the principal executive officer of the institution, and all discounts and business has been done by him, or under his immediate inspection.

A. G. STORY, *Cashier.*

Sworn to, this 9th day of Feb- }
ruary, 1835, before me. }

D. BURWELL, *Commissioner of Deeds.*

BANK OF UTICA.

BANK OF UTICA, }
February 10th, 1835. }

Sir—I annex my answers to the several interrogatories, proposed by the “committee on the incorporation and alteration of charters of banking and insurance companies.”

I have numbered the answers to correspond with the numbers of the interrogatories.

I have the honor to be, very respectfully,

Your most obedient servant,

H. HUNTINGTON, *President.*

To the Hon. JOHN WILKINSON, *Chairman, &c.*

Answer to the 1st interrogatory. The Bank of Utica has been in the habit of discounting notes and drafts for its dealers, payable at Albany and New-York, and of encouraging them to make their paper so payable, with a view to promote a circulation of its paper in the purchase of the produce of the country, which has been mostly sent to those markets for sale, and funds provided by such sales to pay the discounted notes or drafts as they fall due, and furnish the means to redeem their bank notes when presented for

payment, which, when demanded, are usually paid in drafts on New-York or Albany without premium, or in specie. It has also been the practice of the bank, to draw for such surplus balances as they may have in Albany or New-York, at a premium.

2d. I have never known the paper of a dealer with the bank, refused a discount when the state of our funds would admit of it, merely because such paper was not made payable in New-York or Albany, though the notes or acceptances of persons in good credit in those cities are usually preferred, because a great proportion of the amount is in drafts on the consignees of produce, paid at maturity, and not subject to the delays of accommodation paper.

3d. I know of no discounts of paper described in this interrogatory.

4th. I know of no discount obtained under circumstances described in this interrogatory.

5th and 6th. No.

7th. Answered in the negative, according to my knowledge.

8th. To this interrogatory I am unable to give a definite answer, as the amount received for premiums on drafts sold, has been amalgamated with interest received on discounted notes paid after maturity, postages, &c., no separate account of such premium having been kept.

9th. Not a dollar to my knowledge or belief.

10th. In no instance to my knowledge or belief.

11th. In no case to my knowledge or belief.

12th, 13th and 14th. Yes.

15th and 16th. The Bank of Utica has never pursued the business described in these interrogatories.

17th. I have never been thus admonished or advised.

18th. I have never used the funds of the bank, procured from the bank by discount or otherwise, in the manner indicated by this interrogatory.

19th. The amount of notes or drafts discounted within ninety days next preceding January 1st, 1835, payable in New-York or Albany, is, according to the best information in my power, \$115,733.32, there being no separate account of a large amount of drafts received at the counter as cash, and without premium or discount.

20th. No.

21st. It is expected that the dealers of the bank will pay their notes in notes of other banks when convenient to them, for the obvious reason that it will keep our own notes in circulation, and will enable the bank to redeem its paper from other banks, but it is never made an indispensable condition to any discount, our notes being always cheerfully received for debts due the bank.

22d. No case of the description indicated by this interrogatory, has occurred to my knowledge or belief, though it has frequently happened that paper offered at one discount day and declined, has been discounted at a subsequent day, without any participation, directly or indirectly, by any officer of the bank, in the profit of

the endorsement or brokerage, in any transaction described in this interrogatory, to my best knowledge and belief.

23d. Answered in the negative, to my best knowledge and belief.

21th. No.

25th. In the year 1819, a number of the banks in this State stopped payment, at which time the Bank of Utica held a considerable amount of the bills of those banks, received of its customers at par; some of these bills, (though uncurrent,) were soon afterwards loaned at par, to persons indebted to, or interested in those banks. I have no knowledge or recollection of any other discount, made under the conditions or circumstances referred to in this interrogatory. Small amounts only of the bills of banks out of the United States, or of this State, have been received by our bank at a discount. Notes of banks in the United States and out of this State, have been generally received at par, and sent to their places of issue for redemption, or to New-York or Albany for sale or exchange, and some such bills may have been paid out at the counter, at par, or at such discount as was agreed on. No account has been kept at the bank of the amount received, or of the rate of discount at which they were received or paid out.

26th. No.

H. HUNTINGTON,
President of the Bank of Utica.

STATE OF NEW-YORK, }
Oneida County, } ss.

Henry Huntington, president of the Bank of Utica, being duly sworn, deposes and says, that the facts stated in the foregoing answers are true, to the best of his information, knowledge and belief. And further saith not.

H. HUNTINGTON.

Subscribed and sworn, this 10th day }
of February, 1835, before me. }

JNO. G. FLOYD,
Supreme Court Commissioner.

ONTARIO BRANCH BANK.

ONTARIO BRANCH BANK, }
Utica, Feb. 2d 1835. }

Answers of A. B. Johnson, president of this bank, and Thos. Rockwell, cashier thereof, to the several and respective interrogatories propounded in a printed letter, of the 28th January last, to this bank, by the Hon. the Assembly's committee on the incorporation and alterations of the charters of banking and insurance companies:

1st interrogatory, No.

2d, No. At periods when we can not discount all the paper that is offered, and such periods are rare, we give a preference to
[Assem. No. 229.]

drafts and notes on New-York and Albany, over paper payable elsewhere; but the drafts and notes which are thus preferred are all operations flowing from the proper wants and regular business of the drawers and makers.

3d, 4th and 5th, No.

6th, No. Sometimes, however, persons from casualty, embarrassment, or from the state of the New-York market, may have obtained discounts from us to furnish their New-York or Albany acceptors with funds to take up previous acceptances, which we discounted, and which lay in New-York or Albany. In these cases, the new discount would be paid by us either in bank notes, or in drafts at a premium, according to the choice of the person for whom the discount is made. Such cases as the above are exceedingly rare, but probably may amount, in the aggregate, to \$5,000 the year. We do not at this moment recollect any such cases; and should we discover a person inclined to practise such a mode of business, we should deem him an unsafe customer, and endeavor to be rid of him as soon as we could with safety.

7th, No: except it may be in the cases referred to in the 6th interrogatory.

8th, Two thousand ninety-six dollars and fifty-seven cents, from January 1, 1834, to January 1, 1835.

9th, We recollect no drafts which were thus sold, though such cases may have occurred, agreeably to the remarks under interrogatory No. 6.

10th. We beg that the remarks to the 9th interrogatory may apply as the answer to the 10th also.

11th. No: except in the few cases referred to under interrogatory No. 6; and such cases are always against our inclination.

12th, Yes; and almost universally on the day that we receive it, when the paper is payable at New-York or Albany.

13th, I know of no instance of the paper's not having been sent forward to the place of payment.

14th, No. We have never had any such paper.

15th, We have never pursued such a business; nor, in any single instance, practised it to our knowledge.

16th, We never commenced.

17th, The president, A. B. Johnson, has frequently heard the Bank Commissioners reprobate, forcibly and feelingly, such practices, and speak of them as usurious and calculated to bring odium on banking, and perhaps destruction.

18th. No.

19th,* Drafts, \$29,406.69: notes, \$12,444.36. This amount of notes is much larger than the usual proportion between the drafts which we discount payable at New-York and Albany and the notes which we discount payable at those places. The paper on those places, which we discount, is usually the regular business operations of millers, manufacturers, merchants; produce purchasers, &c. drawing on their own funds that are in those cities,

* The total amount of all our discounted paper, payable at our own counter and elsewhere, during these same three months, is \$205,441.89.

or expected to be at the maturity of the paper. We rarely discount notes payable in those cities, when made by persons who live in the country. Experience has taught us that the punctual payments of such notes is not to be depended upon; and we hence dislike to receive them; and we never do receive them, when we think they will not be duly paid at maturity, and without renewal, or any other assistance from us.

20th, No.

21st, No: many years ago, however, the bank used to encourage its customers to pay their discounted notes in bills other than those of this bank. The object thereby sought to be effected was the keeping in circulation the notes of this bank.

22d, No, to both branches of the question.

23d, 24th, No.

25th, No, never. For several years past we have paid out no notes but those of our own office; even though we knew they were to be carried in to another bank.

26th, No, at no time. Since 26th December last, money has been so abundant, and the demand for it so little, we have discounted no drafts on New-York at a higher rate of discount than 6 per cent per annum. We shall continue this rate while money remains abundant.

And the said A. B. Johnson and Thos. Rockwell, being duly sworn, depose and say, that he, the said A. B. Johnson, has been president of the Ontario Branch Bank since some period in the year 1819; and the said Thomas Rockwell has been, during the whole of the said period, book-keeper thereof, and latterly, for some years, cashier thereof; and that, during the whole of the said period from 1819, (unless otherwise stated in the answers,) the business and operations of the bank have been conducted in the manner related in the aforesaid answers; and if, in any case, any exceptions exist, which have not been stated in the answers, the omission is owing to the trivialness or unfrequency of the exceptions; and no such exception is recollected at this moment, by either of these deponents. Dated Utica, February 2d, 1835.

A. B. JOHNSON,
THOS. ROCKWELL.

Subscribed and sworn, February 2d, }
1835, before me, }

Jno. G. FLOYD,
Supreme Court Commissioner.

BROOME COUNTY BANK.

1st Interrogatory. Yes: a very large proportion of the amount of property taken to market from this region of country, is lumber; this is mostly taken to Baltimore, Philadelphia, New-York and the southern states. The lumbermen who borrow money of this bank, very generally prefer to have their notes payable at Philadelphia,

Baltimore or New-York, because they can pay their notes from 30 to 60 days earlier, (as they are frequently from home from 3 to 4 months,) and thus save interest, and because they save themselves the risk and expense of transmitting or bringing the money here for payment.

2d, 3d, 4th and 5th. No.

6th and 7th. Yes.

8th. The whole amount from the 27th of January, 1834, to the 27th of January, 1835, is \$439.07.

9th. Proportion is as 1 to 120. We have sold but one draft which has been so applied.

10th. One.

11th. No.

12th. In all but two or three instances, and in those instances, held by request of the payer.

13th. Yes, in one instance.

14th. No.

15th. Have never pursued the business.

16th. Never commenced.

17th and 18th. No.

19th. Three.

20th, 21st, 22d, 23d and 24th. No.

25th. No business of the kind ever transacted.

26th. No.

STATE OF NEW-YORK, }
County of Broome, } ss.

Cyrus Strong, President of the Broome County Bank, at Binghamton, and C. Murdock, Cashier of said bank, being duly sworn, say, that the answers in writing, to the foregoing interrogatories, are true, according to the best of their knowledge and belief.

C. STRONG, *President,*
C. MURDOCK, *Cashier.*

Sworn before me, this 6th day }
of February, 1835. }

WM. SEYMOUR, *First Judge of Broome County.*

BANK OF CHENANGO.

The answer of Walter M. Conkey, cashier of the Bank of Chenango, to the interrogatories addressed to the officers of the several banks in this State, under the Safety Fund, (except those in the city of New-York,) under the resolution upon that subject, adopted by the Assembly, January 27, 1835.

To the 1st interrogatory, the said Walter M. Conkey answers and says, That the officers of the Bank of Chenango have, in some cases, recommended and required applicants for the renewal of paper, to make their notes payable at places on which the bank was in the habit of selling drafts at a premium, but never in case of an original loan or discount.

To the 2d, the said Walter M. Conkey answers and says, That this bank has, in some cases, refused to renew paper unless made payable at Albany or New-York, but never to make discounts.

To the 3d, That this bank has not discounted paper payable at Albany or New-York, the officers of the bank, or any of them, knowing, or having reason to believe that the person properly liable for the payment of such paper would not have funds, at its maturity, at the place of payment.

To the 4th, That this bank has not discounted paper payable at Albany or New-York, the officers of the bank knowing, or having reason to believe or expect that the person obtaining the discount would, previous to, or at the maturity of his paper, purchase of this institution a draft, to be used in the payment of such paper, so discounted by this bank.

To the 5th, That this bank has not discounted such, or any paper, payable at Albany or New-York, under any express understanding or arrangement with the person obtaining the discount, that he or any other person should, at the maturity of the paper, purchase at this institution a draft on the place at which his paper was payable.

To the 6th, That this bank has not discounted a draft or note, the officers of the bank, or any of them knowing, or having reason to believe that the proceeds of such draft or note would be applied to the purchase of a draft from this bank at a premium, to be used for the purpose of taking up a previously discounted draft or note belonging to this institution, except in one instance and under peculiar circumstances.

To the 7th, That this bank has, in three instances only, sold drafts, the officers of the bank knowing, or having reason to believe that the drafts so sold were to be applied to the payment of notes due this bank and payable at Albany or New-York; the last draft, for such purpose, was sold in September last.

To the 8th, That the amount received by this bank for premiums on drafts sold for one year preceding the 27th January, 1835, is \$296.33.

To the 9th, That the whole amount of drafts sold by this bank during the last year, which has been applied as payment on debts, notes or drafts due this bank, is \$1,770.

To the 10th, That this bank has, in three instances only, during the last year, sold drafts, to be used by the purchaser in paying notes due to this bank, as stated in answer to the 7th interrogatory.

To the 11th, That this bank has, in one instance, discounted a note for \$500, the officers of the bank expecting, and having reason to believe that they would be enabled to sell a draft at a premium, to be used by the applicant in payment of his discounted paper, and in one instance only; this is the case referred to in the answer to the 6th interrogatory.

To the 12th, That this bank has, in all instances, sent or remitted the paper discounted by it, to the place of payment.

To the 13th, That it is fully answered by the answer to the 12th interrogatory.

To the 14th, That it is fully answered by the answer to the 12th interrogatory.

To the 15th, That the deponent was appointed cashier of the Bank of Chenango, in March, 1833, and that since that time customers have been occasionally required to make their notes payable at Albany or New-York, but that drafts to pay such paper have only been sold in three instances, as above stated.

To the 16th, That the last of the three cases above mentioned, was in September, 1834.

To the 17th, That this deponent, as an officer of the bank, never has been advised or admonished, that the business of requiring paper payable at a distant place, for the purpose of enabling the bank to sell a draft to take up such paper, was improper and should be discontinued.

To the 18th, the deponent answers and says, That since he became cashier of the Bank of Chenango, he has not used the funds of the bank, or procured money from the bank, to purchase, or with which he has purchased, for his private benefit, paper at a discount beyond the legal rate.

To the 19th, That within ninety days next preceding the first of January 1835, this bank has received or discounted, notes payable at Albany or New-York, nine in number, amounting in all to \$17,018 79.

To the 20th, That this bank has not appointed, authorized or in any manner employed, any agent or agents, for the purpose of procuring, recommending or receiving any paper for discount, with the understanding on the part of the bank, or any of its officers, that such agent should charge to, or receive from, the person applying for or obtaining such discount, any commission or compensation for the services of such agent.

To the 21st, That this bank does not, directly or indirectly, require those who obtain discounts from it, to make their payments in the notes of other banks; the officers of this bank have given their customers and others, to understand that they preferred the notes of other banks in payment or exchange, for the purpose of keeping up a circulation of the notes of this bank, and because the notes of other banks serve to redeem our own.

To the 22d, That paper has sometimes been presented at the bank for discount and refused, for want of knowledge of its goodness, or of funds to do it, and subsequently discounted; but that no officer of the bank has participated, directly or indirectly, in the profits of the endorsement or brokerage of any such paper, or any other paper presented for discount at this institution, to the knowledge of the deponent.

To the 23d, That there has not been any loans, by discount or otherwise, to any broker, for the business of exchange or brokerage, in which any officer of the bank was interested, directly or indirectly, since the deponent became cashier of said bank, to his knowledge or belief.

To the 24th, That since the deponent came into said bank, or had any knowledge of its concerns, the bank has not employed any broker or other person or persons, in the city of New-York or elsewhere, and furnished any funds for the purchase at a discount of the bills of this bank, with a view to gain.

To the 25th, That this bank, or any of its officers, has not done, suffered or committed any of the acts, matters or things contained in this interrogatory, either directly, indirectly or impliedly, or in any other way whatever.

To the 26th, the deponent answers and says, That this bank has not, by any of the practices alluded to in the said interrogatories, or by any other means, adopted a course of business, with the intention on the part of its officers, or any of them, of receiving more than the legal rate, on paper discounted by this institution.

WALTER M. CONKEY, *Cashier.*

Dated, February 4th, 1835.

Chenango County, ss.—Walter M. Conkey, cashier of the Bank of Chenango, being duly sworn, doth depose and say, that the above answers to the interrogatories therein referred to, are true, according to the best of his knowledge, information and belief, and further saith not.

WALTER M. CONKEY, *Cashier.*

Subscribed and sworn February }
4, 1835, before me, }

SMITH M. PURDY,
Supreme Court Commissioner.

BANK OF ROME.

BANK OF ROME, }
February 10th, 1835. }

Sir—I have the honor to transmit the following answers to the several interrogatories contained in your favor of the 28th January:

To the 1st, 2d, 3d, 4th, 5th and 6th, No.

To the 7th, I have no recollection of an instance of this kind, although, had the occasion arisen we would have sold the draft as in other cases.

To the 8th, As nearly as can be ascertained, the amount received by the bank for premium on drafts is \$412.54.

To the 9th and 10th, Answered in the 7th.

To the 11th, No.

To the 12th, Yes.

To the 13th and 14th, Answered in the 12th.

To the 15th and 16th, Answered in the 1st.

To the 17th, The Bank Commissioners have censured in my hearing, the practice of requiring paper payable in places upon which we sell drafts at a premium, and giving drafts upon the same places charging premium.

To the 18th, No.

To the 19th, The number of bills discounted during ninety days preceding January 1st, 1835, is twenty-six; payable in New-York and Albany.

To the 20th, No.

To the 21st, We make no requisition upon this subject, although our customers understand that we prefer to receive the notes of other banks to our own.

To the 22d, Paper has frequently been rejected at one time and discounted at another. I have no knowledge of any officer of the bank deriving any profit from such subsequent discount.

To the 23d, 24th, 25th and 26th, No.

Joseph Stringham, cashier of the Bank of Rome, being duly sworn, deposes and says, that the above answers to twenty-six interrogatories, addressed to him by John Wilkinson, esq., chairman of the committee of the Assembly on the incorporation and alteration of the charters of banking and insurance companies, under a certain resolution of the State of New-York, passed January 27th, 1835, are true; and further this deponent saith not.

J. STRINGHAM.

Sworn before me, this 12th day }
of February, 1835.

JOHN STRYKER, *Commissioner of Deeds.*

MADISON COUNTY BANK.

MADISON COUNTY BANK, }
Cazenovia, February 2d, 1835. }

Answers of N. T. Williams, cashier of the Madison County Bank, to the interrogatories of the committee of the House of Assembly, on the incorporation and alteration of the charters of banking and insurance companies.

To the 1st, Some of the customers of this bank have been engaged in business in which it is as convenient (and in many cases more so,) to make their paper payable at, and to pay it in Albany or New-York as at the counter of the bank. We have, in such instances, requested that the paper should be made payable at one of those places. I am not aware that this bank has in any instance "required or compelled" persons applying for discounts, to make their paper payable at other places, except as above stated. We prefer to discount paper payable at Albany or New-York, when we suppose it will be met there, for the reason that it places our funds where we want them most. We sell drafts at a premium on New-York and Albany.

To the 2d, This bank has sometimes refused to make discounts except upon paper payable in New-York or Albany, for the reason that at the time such paper would become due, it would probably require all the funds it could raise at those places to meet its bills; bills that might be sent home for redemption; and also, because in case of a pressure upon the bank, we could get such paper discounted by the banks with which we do business in Albany.

To the 3d, I am not aware that any paper has been discounted by this bank payable in New-York or Albany, when I, or any of

the officers have known, or had reason to believe that the person or persons liable for its payment, would not have funds at maturity, to meet it at its place of payment.

To the 4th, I have no knowledge of any paper having been discounted at this bank, where I, or any of the officers of the bank had reason to suppose that the person obtaining the discount, would, at the maturity of the paper, have to purchase a draft of this bank for its payment.

To the 5th, This bank has never discounted any paper payable at New-York or Albany, under any understanding or arrangement with any one, that a draft should be purchased at this or any other bank for its payment.

To the 6th, This bank has discounted notes and drafts knowing that the proceeds would be applied to purchasing a draft of this bank at a premium, to take up a note or draft payable at Albany or New-York; but it has been no consideration with the persons obtaining such discount, that they should purchase such draft. It sometimes happens in the course of business that persons having paper payable in New-York or Albany, and expecting to pay for the same by the sale of produce, cattle, &c., are disappointed in the time of getting it to market, and they will purchase a draft to pay such paper at maturity, rather than have it dishonored.

To the 7th, This bank has sold drafts, having reason to believe that they would be applied to the payment of notes or drafts due this bank, payable in Albany, as before stated.

To the 8th, The amount of premiums received by this bank for drafts sold and notes and drafts collected for banks in the city, (which is the same thing,) from January 1st. 1834, to February 1st, 1835, is \$813.21.

To the 9th, The amount of drafts sold by this bank, from 1st January, 1834, to 1st February, 1835, to be applied as payment upon notes, drafts and debts due the bank, is \$5,150; the premium received on the same, is \$25.75.

To the 10th, This bank has in five instances, from 1st January, 1834, to 1st February, 1835, sold drafts on Albany, to be used for the purpose of paying notes, drafts and debts due the bank.

To the 11th, This bank has discounted paper, knowing that the person obtaining the discount would purchase a draft at a premium, to be used in payment of paper discounted at this bank, and payable at Albany or New-York; but in no instance, that I know of, has such a paper been discounted, when it would not have been done without the purchase of such draft. In other words, the purchase of the draft was not a consideration for discounting the paper.

To the 12th, This bank has, in all instances, sent or remitted the paper discounted by it, to the place where it is payable.

To the 13th and 14th, Answered in the 12th.

To the 15th, This bank has never pursued the business of requiring the paper of its customers, or a portion of them, to be made payable at Albany or New-York, and of selling drafts to pay such paper, except as before stated, which has been our practice

since the commencement of our operations. I wish to be understood to say distinctly, that we have not required our customers, or any of them, to make their paper payable in New-York or Albany, and that when we have discounted such paper, it has been for the purpose of placing funds in those places, and not for the purpose of selling drafts to meet it.

To the 16th, Not having pursued this kind of business, as a business, we have not of course desisted from it.

To the 17th, I do not know that I have ever been advised or admonished that the business of requiring paper payable at a distant place for the purpose of enabling the bank to sell a draft to take up such paper, was improper, and should be discontinued, because I do not know that there has been, in conducting the business of this institution, any occasion for such advice or admonition. In conversation with Mr. Stebbins, (Bank Commissioner,) he has said that the practice was inadmissible, and must be discontinued wherever it existed.

To the 18th, I have never used any of the funds of the bank, or procured money from the bank with which I have, for my private benefit, purchased paper beyond the legal rate, or *at any rate*.

To the 19th, This bank has received and discounted 44 notes and drafts within the 90 days next preceding Jan. 1st, 1835, payable at Albany and New-York, amounting to \$24,141.87.

To the 20th, This bank has never appointed, authorized, or in any manner employed any agent or agents for the purpose of procuring paper for discount. Nor do I know that any person has ever received any compensation in any way, for obtaining the discount of any paper at this bank.

To the 21st, This bank is not in the practice of requiring those who obtain discounts from it, to make their payments in the notes of banks other than their own, though we prefer that they should do so, because it is an object with this bank, (as with all other banks,) to keep as large an amount of their own notes in circulation, as our business will admit of. A payment of a note in our bills, of course withdraws so much from circulation, whereas, by receiving payment in the notes of other banks or specie, we keep our notes in circulation, and provide a fund for their redemption when presented. We have not, for a year past, even made it a request that notes due this bank should be paid in the bills of other banks, because our circulation has generally been as great as we wish it to be.

To the 22d, This bank has not had any transactions of the kind mentioned in this interrogatory.

To the 23d, There have not been any loans or discounts of the kind mentioned in this interrogatory, made at this bank.

To the 24th, This bank has done nothing of the kind mentioned in this interrogatory.

To the 25th, This bank receives little or no paper that is not as good as its own, and that is not at par at this bank, and consequently cannot pay it out. We do not receive any money at a

discount. This bank has never been engaged in any kind of business mentioned in this interrogatory.

To the 26th, I am not aware that this bank has, at any time, conducted its business with a view to receive more than a legal rate upon paper discounted. Nor do I know that any of its officers have been guilty of the practices alluded to in the interrogatories, other than as before stated in these answers.

N. T. WILLIAMS, *Cashier.*

STATE OF NEW-YORK, }
Madison County. }

Nathan T. Williams, cashier of the Madison County Bank, being duly sworn, doth depose and say, that the foregoing answers to interrogatories of the committee on the incorporation and alteration of the charters of banking and insurance companies, are true, according to the best of his knowledge and belief.

SAMUEL THOMAS,
Commissioner of Deeds.

Cazenovia, Feb. 2, 1835.

LEWIS COUNTY BANK.

STATE OF NEW-YORK, } ss.
Lewis County. }

John W. Martin, president, and Charles L. Martin, cashier of the Lewis County Bank, being duly sworn in relation to the several interrogatories addressed them by the standing committee on the incorporation and alteration of charters of banking and insurance companies, under a resolution of the House of Assembly, passed January 27, 1835, they answer as follows:

To the 1st, 2d, 3d, 4th and 5th interrogatories, they answer, That their bank has not.

6th and 7th. It has not to their knowledge.

8th. That the amount received by their bank, for premiums on drafts sold by them during the last year, is \$567.62.

9th. None to their knowledge.

10th. In no instance, to their knowledge.

11th. It has not.

12th, 13th, 14th, 15th and 16th. It has.

17th and 18th. They have not.

19th. That the amount of notes and drafts, discounted by their bank within ninety days, next preceding January 1st, 1835, payable at Albany and New-York, is \$46,582.37.

20th and 21st. It has not.

22d and 23d. There has not.

24th, 25th and 26th. It has not.

And further these deponents say not.

JOHN W. MARTIN
CHARLES L. MARTIN.

Subscribed and sworn, before me, {
this 9th day of February, 1835. }

CALOS P. SCOVIL, *Clerk of Lewis County.*

JEFFERSON COUNTY BANK.

The answer of O. V. Brainard, cashier of the Jefferson County Bank, to the interrogatories addressed to him by John Wilkinson, Esq. chairman of the committee on the alteration and incorporation of the charters of banking and insurance companies, under the resolution of the Assembly of January 27, 1835, is—

To the 1st interrogatory, Never to my knowledge.

2d, 3d, 4th and 5th. No.

6th. There may have been two or three instances within the last year. where we had acceptances in New-York, and the makers having been disappointed in getting their produce to market, or some other disappointment, at their particular request and solely for their accommodation. we may have discounted their draft or note when we had reason to believe they would buy drafts for their paper thus discounted; but we never have been in the practice of such business for the interest of the bank, but when it has been done, it has been, particularly, for the accommodation of the customer, and against the wishes of the bank.

7th. This may have been done in some few instances, as stated in the last answer, but according to my present recollection, not in more than two or three instances within the last year, and then for the sole benefit of the persons purchasing the draft, and not at our request or desire.

8th. \$530.86.

9th. I have no knowledge of over \$1,700 within the last year.

10th. In not over two or three instances, as stated in the 7th.

11th. Never, except as above stated, to my knowledge.

12th. Yes.

13th. Never, the paper always having been sent away.

14th. No.

15th. We have never been in the habit of requiring it.

16th. We never began.

17th. I never have, never having been in such practices.

18th. No.

19th. Discounted \$14,037.48, but are unable to say what amount of drafts we have received, payable at sight or from 3 to 10 days' sight, as we usually call them cash, and keep no separate account of them.

20th. Never.

21st. No, but we expect our customers will make what exchanges they can with us, and the benefit we derive from it, is the amount of our notes we keep in circulation.

22d. Not to my knowledge.

23d and 24th. No.

25th. It never has been made a condition of a loan, directly, indirectly or impliedly, but there may have been a few instances, and the amount very small. When people were going to Canada, they preferred to take part Canada notes, which we receive at 1½ per cent discount; but I never have asked them to receive such notes, unless they were equally good to them as ours; the only instance that I recollect, within the last year, where we have paid out Canada money for discounts, without making an allowance, is on one note for \$450 to a person living on the lines, where the man took \$300 in Canada to pay in Kingston, where said notes were at par, and the balance of said note in our notes; but his note would have been discounted without his taking Canada money had he asked it.

26th. No.

O. V. Brainard, cashier of the Jefferson County Bank, being duly sworn, doth depose and say, that he believes the annexed to be true answers to the interrogatories, as therein stated.

O. V. BRAINARD, *Cashier.*

Sworn and subscribed, before me, }
this 5th day of February, 1835. }

JONA. C. BAGG, *Commissioner of Deeds.*

SACKETT'S-HARBOR BANK.

The answers of W. H. Angel, cashier of the Sackett's-Harbor Bank, to the several interrogatories propounded to him under the resolution of the Assembly of the 27th January last.

To the 1st, 2d, 3d, 4th, 5th, 6th and 7th interrogatories, No.

8th, \$212.48.

9th, No part.

10th, Not one.

11th, No.

12th, Yes.

13th and 14th, No.

15th, Never.

16th, It was never began.

17th and 18th, No.

19th, 4, amount, \$11,800.

20th, 21st, 22d, 23d, 24th, 25th and 26th, No.

W. H. ANGELL, *Cashier.*

STATE OF NEW-YORK, }
Jefferson County. } ss.

W. H. Angel, cashier of the Sackett's-Harbor Bank, having been duly sworn, made answer to the several (twenty-six) interrogatories propounded to him under the resolution of the Assembly of 27th of January last, as above writ-

ten and subscribed by him, each, severally and seperately, as set opposite each respective number of said interrogatories.

Sworn and subscribed before me, this }
11th day of February, 1835. }

ZENO ALLEN,

Judge of Jeff. Co. Common Pleas.

OGDENSBURGH BANK.

The undersigned, David C. Judson, cashier of the Ogdensburgh Bank, in answer to the several interrogatories addressed to him by John Wilkinson, chairman of the committee on the incorporations and alteration of the charters of banking and insurance companies, in the Assembly of this State, pursuant to a resolution thereof, passed, January 27th, 1835. Says:

To the 1st interrogatory, That preferring paper payable abroad rather than at our connter, as giving us, when paid, other funds than our own bills, this bank has encouraged persons applying for loans, by giving longer time, or otherwise making more favorable terms, to make their paper payable at other places, and some of it at places on which the bank is in the habit of charging premium on drafts sold.

2d, That there has been periods, during the operations of this bank, when, from the amount of its bills in circulation, and the heavy returns from other banks to be met with specie or southern funds, that the bank has declined discounting and paying out its bills, unless upon paper at short dates, payable at such points or places as would produce funds to answer the calls upon us, but he is not aware that it has ever been specifically required that the payments should be at New-York or Albany, though it may have been in some instances.

3d, That no practice of the kind, inquired after in this interrogatory has been pursued in this bank, though there may, and undoubtedly have been instances, during the operations of this bank, where paper has been discounted made payable at New-York or Albany, which, some one or more of its officers might have had some reason to believe that the person properly liable to pay the same, would not have funds at its maturity at the place of payment, to meet it.

4th, That he is not aware that paper has been discounted with the motive or design of selling drafts to meet the payment, but he cannot say that some one or more of the officers of the bank might not have had some reason to believe or expect, in some instances, that the payer would require to purchase a draft to meet the payment, but he does not believe that such ever has been the motive for the discount.

5th, Without assuming to speak without some qualification and reservation as to what may have possibly occurred in a single instance in the various transactions of this bank since its incorporation, he answers in the negative.

6th and 7th, Yes.

8th, The whole amount, to the credit side of our account of premium, received during the year ending the 31st December last, is \$1,322.02, in which is included our charges for collections and remittances for other banks during the time, and also something for discount on Canada bills; he notices one entry of \$160, charged for a draft for \$8,000, receiving in payment a *bond* or cash paper payable in 30 days in Canada bills; no more than about \$40 was, in fact, a premium on the draft, the remainder being the difference between the value of the paper received and funds current at the counter.

9th, About one-tenth, so far as we have the means of knowing.

10th, The bank has no account of but eight; there are, however, some eight or ten of smaller amount, which have been returned, protested and settled at the counter, and the premium charged for the difference between the funds at the place where the paper was payable and here, which appears to have been carried to the credit of interest account, and in one case, of paper not yet cancelled, returned under protest, we have taken security, including the difference in exchange between this and New-York, the place where the paper was payable.

11th, He refers to his answer to the 4th interrogatory.

12th, That such is intended to be their invariable practice; exceptions have occurred, but he believes in no instance except from causes arising after the discount.

13th, Yes.

14th, No.

15th, It has never pursued or done such business.

16th, By referring to the last and preceding answers.

17th, He has had no such admonition or advice as applied to the transactions of this bank. He has had conversations with one or more of the Bank Commissioners, in which he understood them to disapprove of such practices wherever they had existed.

18th, No.

19th, That this bank has discounted during the ninety days next preceding the 1st January, 1835, twenty-one notes or drafts, payable at Albany or New-York, amounting in the aggregate to \$24,834.21.

20th, The bank has not so employed an agent, authorizing him to receive a compensation or commission from applicants for discount.

21st, The bank is in the habit of urging on its customers in making their payments, to do so in the notes of other banks than their own, for the two fold reason that it tends to keep its own bills in circulation, and by having the bills of other banks, we are enabled to meet their collections of ours.

22d, That he is not aware that any paper which had been presented to the bank and declined or refused, and when subsequently presented by a broker or any other person discounted, unless it was by having had additional name or names affixed to it, the security was increased, or eels from further information the first impressions

of its insufficiency were removed; he is not aware, nor does he believe that any officer of the bank, ever participated directly or indirectly in the profits of such endorsement or brokerage of such paper, or any other paper presented to the bank for discount, unless it was in the profits accruing from the business in which the funds were employed.

23d, That no officer of the bank to his knowlege, has participated in the profits of such loans as are inquired after in this interrogatory.

24th, No.

25th, That he is not aware, nor does he believe that any officer of this bank has ever made it a condition of discounting a note or draft, or other evidence of debt, that the borrower should receive therefor, the notes or bills of other bank or banks at par, which were not at the time current or of par value at the bank.

26th, That the bank has not by any other means, or by the practices alluded to in the interrogatories responded to, adopted a course of business with the intention of its officers, or any of them, of receiving more than the legal rate of interest on paper discounted at the bank. The respondent deems it proper, as explanatory of his views and intentions, and of the other officers of the bank in relation to the discounting and dealing in a kind of paper which, from its location, is almost peculiar to this bank, that is in Canada bills and paper payable in Canada, to subjoin copies of his letters addressed at their respective dates, to a person acting as the agent of the bank in recommending, or procuring loans in the county of Franklin. He is the more disposed to do so from the fact, that the transactions of the bank through this agent in relation to the discount of such paper, has been called in question, and the payment of some of the notes attempted to be resisted, and although without coming to trial the parties gave cognovits; he conceives it due to the character of the bank and of its officers, to avail himself of this opportunity to correct any unfavorable impression which may have gone abroad from such litigation. He is the more induced to put this correspondence before the committee, as it will enable them to judge more accurately of the views and principles which have governed this bank and its officers, in its transactions of the character and nature of those to which many of the preceding interrogatories are directed, than can be done by the direct answers to those interrogatories.

D. C. JUDSON, *Cashier.*

Sworn before me, Feb- }
ruary 5th, 1835. }

ABIJAH ABBOTT, J. P.

OGDENSBURGH BANK, }
Dec. 20, 1830. }

JACOB WEAD, Esq.

Dr. Sir—Yours enclosing note is rec'd and the note dis'd. and you may pay the proceeds to drawer, \$147.33. I have dated it Dec. 21, and will be due 21—24 March.

Drafts on Albany or New-York, payable at 4 mo. or 6 mo. we discount when the responsibility is undoubted; but, as by our charter the operations of dis. must be carried on at Ogds. they must necessarily be sent here to be passed upon, but may be paid through you. Should any present themselves when the responsibility is undoubted, by forwarding them you may expect them to be done, though, as the season advances, we must shorten the length of credit, not liking to extend the time of payment beyond June.

Respectfully yours, &c.

D. C. JUDSON, *Cash.*

OGDENSBURGH BANK, }
July 2, 1831. }

JACOB WEAD, Esq.

De'r Sir—Your favor of the 1st inst., with enclosures as stated, is rec'd. I trust you will continue to bear in mind a remark heretofore made, and repeated in our personal interview, that by our charter our discounts must be made at Ogdensburgh, and not elsewhere.

It is better, generally, in order that it may be distinctly understood, that the notes be left blank, as to date, until dis'd here: there may be exceptions to this where the money is wanted immediately, but in those cases I wish you to let the obligors distinctly understand that the advancement is at your own risque for their accommodation, and that the discounting the paper depends upon us, on your recommendation: to that recommendation you are aware we shall pay great deference, and when the security is so undoubted as to induce you to advance the money there would be no doubt whatever. I shall endeavor to forward you some of our bills by the return stage.

Respectfully your, &c.

D. C. JUDSON, *Cash.*

OGDENSBURGH BANK. }
Feb. 25th, 1832. }

JACOB WEAD, Esq.

Dr Sir,—I find on my return home your favors of the 13th and 20th rec'd in my absence; under the advice in yours of the 13th, I shall charge to your acc't all the notes then past due, except Carpenter, Botsford, &c., \$1,000, on which \$250 has been paid, the balance to be paid according to their proposition to you at the time of that payment.

The notes enclosed, you may consider discounted.

| | | |
|------------------------------------|--------|--------|
| Say Cady and Tilton,..... | 100 00 | |
| 93 d'ys dis't, date Feb. 19, | 1 78 | |
| | — | 98 22 |
| Hazen, Whipple and others,..... | 700 00 | |
| 89 d'ys dis't, | 11 95 | |
| | — | 888 05 |

Carried forward,..... \$

| | | |
|-------------------------------|-------|-------|
| Brought forward,..... | \$ | |
| Foot and Lincoln, | 100 | 00 |
| 93 d'ys dis't, | 1 | 78 |
| | — | 98 22 |
| Foster and Butterfield, | 66 | 00 |
| 93 d'ys dis't, | 1 | 18 |
| | — | 64 82 |
| To your credit, | \$849 | 31 |

| | |
|-------------------------------|------------|
| And debit you, | |
| Tilton and Cady, note, | 100 00 |
| Foster and Butterfield, | 64 31 |
| Hazen and Whipple, | 700 00 |
| | — \$864 31 |

You will continue to bear in mind that we can discount at present only for circulation or for southern funds. We have applications more than we can accommodate; but we always give the preference to our old customers; to enable us to do it, they must pay their notes when they come due in paper other than our own, for you will readily perceive that if they are paid in our own bills, we only pay out on the new notes what we receive on the old ones. Exchanges are of course an equivalent, and southern funds are always desirable, particularly so at present, as we find much difficulty in keeping up our acc't at the south at present.

Respectfully yours, &c.

D. C. JUDSON, *Cashier*.

ODDENSEBURGH BANK, {
May 5, 1832. }

JACOB WEAD, Esq.

Dear Sir—I have your favor of yesterday, with two notes enclosed, respecting which you say nothing. If for original discounts they can not be done; if a continuation of loans already made, the suggestions already made will govern. The packet by Mr. Partridge is not yet rec'd nor the specie by Mr. Wead.

We discount paper payable in Montreal, at short dates, with almost the same readiness we do paper payable at the south, and for the same reason, (viz.) it gives us foreign funds: paper payable in Canada is subject to the discount on that currency viz. 2 per cent, and 1 pr. ct. for collection, unless it be for dr'fts on our agents, H. Gates & Co., in which case we have nothing to pay for collecting: paper payable at Quebec has an additional charge of 1 per cent for exch'g between that place and Montreal. I sent \$5,000 by the stage driver last stage, and expect to hear from it on Tuesday.

Respectfully yours, &c.

D. C. JUDSON, *Cash'r*.

OGDENSBURG BANK, }
Oct. 5, 1832. }

JACOB WEAD, Esq.,

Dear Sir—I wrote you last night, proposing to write you farther on the subject of our business. I have all along perceived that from original impressions of yours, or some other causes, our business through you, was done on principles which we do not tolerate at the bank at all; I mean the subject of renewals or taking new notes to pay old ones. I have allowed the doing so to pass without comment, supposing you were fully apprised it was not in accordance with my views of legitimate banking business, and that each case was acceded to, owing to some peculiar circumstances or necessity, which would prevent the occurrence becoming a precedent for future transactions, until it seems to have become a settled mode of proceeding, accompanied perhaps, by an exchange or a promise to exchange. This renewing of paper, or continuation of loans in the same hands, is destructive alike to the interest of the bank, and to its customers. With the bank, the consequence is, that having once got its capital loaned out, by continuing in the same hands it has no means of accommodating others, and without exchange or paying in other paper at the time of each renewal, or rediscounting, the bank has no means of paying its own paper, when it comes back to it, but even with the exchange to the amt. of each loan, the bank is in no situation to rely on its own paper for relief, in case of a pressure; and it will occur whenever the circulation of the country is reduced; their customers being used to get on without paying, are not prepared to do it, certainly not at a time of general pressure, and the refusal to rediscount, instead of producing the money, results in a prosecution. These are some of the consequences which will present themselves to your mind, as to the interest of the bank, and the detail of them includes some of those resulting to its customers; it will tempt those to borrow who have not the means of paying without sacrifice, and the continuance of loans by renewals, will induce them to omit providing for payment of principal, and after spending much time in attending to renewals and expenses of exchange and paying interest, they get to treat the money as capital, and are not prepared to pay without compulsion, cost and sacrifice.

The opposite course, of requiring payment, will prevent those who have not the means of meeting their paper when it becomes due, from borrowing; or if they do, being compelled to pay they are soon disposed of, and the bank always has its capital at command to accommodate new customers, and to extend its discounts when the times will admit of it, and to meet its own engagements in times of pressure. We never allow the term renewal or payment of a note by giving another, to find a place in our transactions at the counter, unless it is some particular arrangement for a certain object, or time, as in case of Col. Stearns. It is true, we do not always get notes paid without extending some further aid by way of discounts, but we never give encouragements of it by our course of business, or by any intimations or understanding at the

time of the loan, in ordinary transactions; and if it results that the borrower cannot raise the whole, we do the best we can, and frequently give a new discount for a part, but for a part only. I shall expect you to discontinue all idea of renewals, and as our paper falls due, endeavor to have it reduced as much as possible, if not paid in full; as to increase of loans, it is wholly out of the question at the present time; we are doing nothing at the counter, and I was not aware that you did not understand our wishes on the subject. Independent of the general pressure of the times, operating upon the transactions of the year, at the moment merchants are leaving for New-York, the money all goes there, whether loaned directly to them or not, and returns upon us sooner than you can imagine, when we have to give dfts. at the south for the am't., and our returns from there, are actually beyond our means. I return you herein Phelps's note, rec'd. of Titus, and debit you the am't., and shall annex hereto a statement of your account. Your favor of the 5th inst. is just received, with enclosures. I regret the misapprehension of our wishes, and the extension of discounts at this time particularly so, to be paid in Canada money, at 1½ per cent. discount.

Respectfully yours,
D. C. JUDSON, *Cashier.*

ODENSBURG BANK, }
Oct. 28, 1832. }

JACOB WEAD, Esq.

Dr. Sir,—I have rec'd your's of the 26th ulto. with enclosures. We do not wish the specie of Mr. Carpenter, if the bills given in exchange are going south. So far from forming an inducement for renewals of their notes, I do not wish you to take it even if the note is paid up, unless the bills are to have a fair country circulation.

We have no note in the bank that I discover, against Paddock & Smith; we have one due 30 Augt. \$100, ch'd to your acct. It is quite impossible for me to judge of the advisability of each individual application for continuation of loans, and we must depend upon your judgment and information in each case, acting under the general principle and views I have heretofore expressed and repeated to you; remembering that an extension of discounts at the present time, is not within the capacity of the bank.

You have sent me two small notes. We discount none less than \$50. I wish you to take none for less. Men in the circumstance and business of life of Hiram Laurence and George Adams, could only be pressed by necessity, to give a note payable at Albany; they have neither funds nor business which will produce funds there; and although they are undoubtedly responsible for the sum of \$60, yet it will be a considerable inconvenience for them to pay at Albany. It is not those who would by their necessities, promise to pay at a foreign place, that the bank would, as a matter of policy for itself or of usefulness to the community, extend accommodations to; but those who have funds there, or business which will pro-

duce them, without sacrifice. I have rec'd protest for non-payment on Hazen, Whipple & Button's note, \$330, and John McDonald & others for \$75. I have not rec'd from you any Canada money lately; there has been some paid in; we shall always expect it to be sent on to us when paid in. I shall send you some bills by the stage. \$650 of the same bills sent to you for Col. Stearns, on the 5th Oct., were ch'd to our acct. at Albany on the 18th.

Since writing the first of this letter, in relation to Paddock & Smith, I find I am in an error. Some of their paper was entered with Smith's name first, and so carried into the index; and looking to that acct. discovered they have a note for \$75, due 7th Oct. and another, same amt., due 7th Nov.

Respectfully, yours, &c.
D. C. JUDSON, *Cashier.*

OGDENSBURGH BANK, }
Nov. 24, 1832. }

JACOB WEAD, Esqr.

Dr. Sir—I have your favor of the 23d ulto. with three notes. Mr. Earle's note to S. Henman was due on the 11—14th inst., and after remaining three days under protest for non-payment, was sent back to those from whom we rec'd it. We retain no collection over three days after protest. Patterson & Taylor's note was protested, for which we are charg'd 12s., and postage 6s.—
Say, charges, \$2 25
Note, 600 00
Int., say to Dec. 1, 3 50
\$605 75

For which, we shall remit by dft. or otherwise, charging 4 pr. ct. is \$4.54, making \$610.29, if paid here. I enclose you the note with the charges on it; also McDonald & others' note, with similar charges. I have ch'd the notes to your acct. with the addition of those charges. Should McDonald & Co. deposit the amount to our credit at Albany, they are of course not to be charged with the 4 per cent.

I am aware of the trouble you have with the business, and regret on your own account as well as ours, that it has been allowed to get in its present shape. I must add one observation more to those already made, in relation to discounts. There has been some times, and will be again, when we can discount only paper payable abroad, at short dates; indeed such paper is always desirable, but yet it is not all, even though responsible, from whom we would take such paper; it is only such paper as is good, and comes to us in the ordinary course of business, and which will be met without difficulty by the obligors. We never put the offer before our customers generally at all; if we did in time of scarcity, there would be no hesitation in their promising to pay any where, and get responsible names for the performance. But when the pay day comes, it only results in some new arrangement; and the ob-

ject principally in view with us, (viz.) of being certain of funds to our credit, is wholly lost. I will endeavour to find out Mr. Savage, but know nothing of his name. Mr. Stearns' note is over without protest or prejudice.

Yours,
D. C. JUDSON, *Cashier*.

OGDENSBURGH BANK, }
Dec. 1, 1833. }

JACOB WEAD, Esq.

Dr. Sir—Your favor of the 30th ulto. is before me, with enclosures. Messrs. Patterson & Taylor having, as I supposed, paid their note of \$600, you may receive a new note of them, on the terms proposed, on acct. of theirs of \$400, soon to fall due. The note of Powell & others, \$75, and Laurence & Adams of \$60, must both be paid. These notes are already protested, and to-day I have rec'd protest on J. McDonald & others note payable 24—27th for \$60. The difficulties and troubles growing out of taking paper payable abroad, from individuals who have no funds or business which produce funds at the place of payment, is sufficiently manifested in the parcels of notes of this description, rec'd by you in Augt. last. I believe I have more protest on these papers, than on all our foreign paper, since we have been doing business.

Respectfully yours,
D. C. JUDSON, *Cashier*.

OGDENSBURGH BANK, }
Dec. 27, 1832. }

JACOB WEAD, Esq.

Dear sir—I rec'd yours of the 24th, enclosing F. C. Seymour's note for \$250, marked at Fort Covington, but have received nothing from your place. Seymour's note is not so drawn as to make the endorsers liable for the payment of it, and we shall have to protest the former one. In relation to taking notes payable in current money for those given for Canada, I have made no observation to authorize it, and I could wish you would decline any such transaction in future. I am aware of the advantage to the bank in a single transaction, but to the extent it is advantageous to us it is disadvantageous to the applicants. We have no wish or intention of doing a shaving business. Loans to those, whose business will enable them to give our bills a good circulation, and to pay their notes when they become due, without distress or inconvenience, is the business we want to do, and no other; large loans for extensive business, of course, might be properly the subject of particular arrangement. If your neighborhood and county does not enable you to make loans of this description, we do not wish any to be made, for we have more calls than we can possibly accommodate at the counter. By the general course of our business through your hands, I am satisfied you are doing all you in power, consistently with the implied understanding which many of our

customers have had from you, of continuance of loans by continued renewals, without too great a sacrifice to get all the accommodation or prolonged paper retired, and I hope and trust, you will continue to do so. The paper payable abroad, cannot by any possibility be entitled to any such indulgence. I intend to come out and see you in the course of the month.

Respectfully, yours, &c.

D. C. JUDSON, *Cashier*.

OGDENSBURGH BANK, }
Dec. 30, 1832. }

JACOB WEAD, Esq.

Dear sir—Your favor of the 28th inst. is rec'd with enclosures. You speak of the makers of a certain note sent, as having complied with the "condition of renewal," as being a matter of course that a renewal or renewed discount is to be granted. I should not notice this, but fear that you will again take it as a precedent notwithstanding my continued and repeated protestations and declarations against renewals; they are unknown to us, except as a matter of agreement prior to the loan. I find no fault with the transaction, but past experience admonishes me of the necessity of guarding against your allowing exceptions to general rules to become subversive of the rule, and the exceptions a precedent for other transactions, until the rule is lost sight of and the exceptions become the governing rule. All bank correspondence should be *brief and pertinent*, the extent and variety of its transactions do not allow of much *talk* in each case. - Allow me to suggest, that the body of your letters should always describe the notes annex'd, or otherwise, after they are detached or taken out, a reference to the letter will be no guide as to what it contains, as thus:

I enclose for discount—

A. & B., C. D. & E, F., note for \$500, &c. &c.

The following notes have been paid—

T. J. and others, \$500, &c. &c.

Mem.—Such a date, principally your bills or foreign, as the case may be.

When you have such confidence, that notes endorsed will be discounted as to advance the money, mention the fact.

The disposition or readiness to allow exceptions to become precedents to the subversion of the rule, is manifest in the recent notes payable in Canada money, which have become due. I assented to the renewal of Patterson & Taylor under particular circumstances, and all others have been brought forward to claim extension on the same terms; they are already done, and let them go; but I have such an utter repugnance to these shaving transactions, that I shall endorse on each of the notes, that they are to be paid in Canada money, and shall so receive them if the obligors wish. I pray you to get rid entirely, of all the renewal business as rapidly as possible; you cannot now but be aware, that it is not in accordance with our views and wishes, and is only to be tolerated from

having been encouraged heretofore by yourself, until it can be closed without too great distress to our customers.

Respectfully, yours, &c.

D. C. JUDSON, *Cashier.*

OGDENSBURGH BANK, }
July 27, 1833. }

J. WEAD, Esqr.

De'r Sir—Your favor of the 26th inst. is rec'd, * * * *
* * * * * There seems to be a spirit of trickery and fraud pervading your county, which I am almost unwilling to encounter, as it must more or less result in litigation; and I have pondered some upon it whether we would not withdraw our business from them wholly. I will not do it at present, and shall send you some bills by Mr. Hawkins. Can, you confidentially or otherwise, give me the name of the lawyer who has counselled Mr. Carpenter? If he understands correctly the facts of the case I pronounce him a knave or a fool. The addition or deduction of exch's is every day practic'd in all banks. The city banks discount country paper, charging 1 pr. ct. exch's and collection, constantly. They take, so do we, paper payable in London, and add the rate of exchange. Scarcely a week passes but what we buy more or less of paper payable where we pay a premium and deduct interest for time. To satisfy you, and through you our customers, that what we charge for exchange and collection on paper payable in Canada is not unreasonable, and in no respect a cover to usurious interest, I will state to you at some length what have been our negotiations, and what are our present arrangements as to Lower Canada funds and collections. Last year we had no arrangement on the subject, but generally waited until about the time our paper became due and sent to Messrs. Mills & Co. to collect and remit, on as favorable terms as they could afford, with the Canada bills, which we also sent them: their dealings were fair and liberal with us, but the discount we had to pay was uncertain, and varied according to circumstances, and we were desirous of effecting an arrangement which should enable us to know what to depend upon. I addressed Messrs. H. Gates & Co., Messrs. Mills & Co. and another house on the subject. Messrs. Mills & Co. and the other house declined making a proposition. In order to induce the offer of advantageous terms, I ask'd "a proposition from them of giving us dr'fts on time, in lieu of discount, for our Canada funds, keeping an interest acct. at 5 pr. ct. and charging us nothing for collections." This was in April: the 4th May I got their answer, as the "best and only terms" they could give: in substance, to receive all our Canada funds through the year; to do all our collections, without charge for collecting in the lower province; charging ½ per ct. for exch'g on Quebec collections; place am'ts as rec'd or collected to credit, at an interest of 5 per ct.; remit as instructed when funds accumulated to from 2 to 8,000 dollars, by their note payable at M. & Fars. bank, Albany, at 120 days, without interest, at par. This proposition was the subject of corre-

pondence and discussion until the first of this month: as they, instead of yielding any thing, seemed inclined to draw the terms in detail even closer; the negotiation was closed, and we are now without any terms, but send our business to Mills, as last year. You will perceive the terms of Messrs. Gates & Co., supposing our funds to be worth 7 per ct. interest, are equal to charging 2½ pr. ct. on the remittance for exchange, while leaving our funds until remitted, including all our Canada bills at 5 pr. ct. interest, would be more than equal to receiving ½ pr. ct. for collections. And are we to be charged with extortion, with an endeavor to cover up usury by charging 2 per ct. for exch'g and collection, on a note payable prospectively, and which must be calculated as the general average, when for the same exch's and collections we can not get terms better than about 2½ pr. ct., besides postage, writing letters, carrying through our books, &c. &c., saying nothing of risk of transmission? When the note in question becomes due it is impossible to say what will be the actual rate of exchange, nor will it vary the case whether higher or lower. I have gone into the particulars of our Canada negotiations because I fear that Carpenter's views and intentions are likely to become public, and it is not impossible some of those who are indebted to us, payable at Montreal, will undertake to try the question who have not heretofore thought of it, and should wish to enable you to state to them truly what are the facts about it: we shall be ready to meet the question whenever it is raised. While I have charge of this bank it certainly is my business and desire that it should make profits *fairly and honorably but not otherwise*: nor would I wish ever to make a loan to an individual which was not beneficial to him. Extortion and oppression make no part of my wishes or inclinations in its business.

I am respectfully yours, &c.

D. C. JUDSON, *Cash.*

ONONDAGA COUNTY BANK.

ONONDAGA COUNTY BANK, }
February 10th, 1835. }

Dear Sir—Enclosed, you have the answers to the interrogatories made pursuant to a resolution of Assembly, Jan. 27, 1835.

Very respectfully, yours,

M. S. MARSH, *Cashier.*

JOHN WILKINSON, Esq.,

Chairman of the Bank Committee, Assembly.

Answers of Oliver R. Strong, president, and Moses S. Marsh, cashier of the Onondaga County Bank, to the interrogatories addressed to them under a resolution of the Assembly, adopted January 27, 1835, by John Wilkinson, chairman of the bank committee.

[Assem. No. 229.]

To the 1st interrogatory, The Onondaga County Bank has not compelled or required any person applying for discount, to make his paper payable at places on which it was in the habit of selling drafts at a premium, nor has it encouraged or recommended it to be done directly or indirectly, except that it is well known that this bank, and all other banks, prefer such paper and can safely discount it at times when the state of their available funds would not allow them to discount ordinary paper, and for the reason that such paper can be re-discounted.

2d, The Onondaga county bank has never refused to discount any paper presented for that purpose, for the reason that it was not made payable in Albany or New-York.

3d, Never.

4th and 5th, No.

6th, That in some few instances, from the examination of the books, we find that notes were discounted for individuals, and on the same day drafts purchased by them, which it is presumed were used by the purchaser in paying their notes or drafts previously discounted by and belonging to this institution; such an appropriation of the drafts was never made a condition of such discount.— And in all such cases, the bank would have preferred that the paper should have been paid to any such extension of the credit; and the transactions were had for the benefit of the debtors, whose produce was in the eastern cities, at a low rate, for their accommodation, and to enable them to hold on the same for advance of prices.

7th, That in the instances referred to in the answer to the 6th interrogatory, the notes referred to as belonging to this institution were payable either in Albany or New-York.

8th, The amount received by this institution for drafts during last year was, as nearly as can be ascertained, \$1,005.44.

9th, From an examination of our books, we ascertain that this bank has sold drafts during the last year to the amount of \$201,088.12, and that about \$9,844.00 of such drafts we presume has been applied as payment upon the debts, notes or drafts due this bank, and a very large proportion of such drafts have been sold to New-York merchants, who were remitting funds collected by them from their customers in the country, which funds come to this bank in uncurrent paper.

10th, That this bank has not once during the last year sold drafts under an agreement with the purchaser that they should be used in paying its notes, drafts or debts; but in some seven instances, drafts so sold were used by the purchaser in paying notes discounted by the bank.]

11th, In no instance.

12th, Always.

13th and 14th, We refer to the twelfth interrogatory and its answer.

15th, This bank has never pursued the business of requiring the paper of its customers, or any portion of it, to be payable in Albany or New-York, and of selling drafts to pay such paper. And in

the instances referred to in answer to the 9th interrogatory, as to \$5,000 of the sum therein specified, when upon the maturity of the notes, for the avails of which drafts were purchased at this bank, it was ascertained that the notes were unpaid, and that the makers had used funds which they were expecting, and actually received in the city of New-York otherwise than in payment of such notes, the same were at once renewed, payable at this bank, or here paid; the last transaction of this kind was in July, 1834.

16th, We refer to our last answer.

17th, We have never received any admonition or advice in relation to the matters contained in this interrogatory, except that the impropriety of such practice has been alluded to in conversation with some of the Bank Commissioners. The subject has been a matter of conversation at the meeting of the directors of this institution, and by them considered improper, and whenever we have found that the legitimate business paper would fall into such a train, it has been uniformly brought back into notes payable at our own counter.

18th, In no instance.

19th, Amount of notes and drafts discounted, payable in Albany and New-York, \$36,705.21.

20th, This bank has never done any thing of the kind.

21st, We have never required, but always prefer that our customers should pay their paper in notes other than our own, for the reason that our circulation is thereby extended.

22d, In no instance, to our knowledge or belief.

23d, Never, to our knowledge or belief.

24th, Never.

25th, We have had no transaction of the nature specified in this interrogatory.

26th, We have adopted no means or practices with a view to obtain more than a legal rate of interest.

STATE OF NEW-YORK, }
Onondaga County. }

Oliver R. Strong, president, and Moses S. Marsh, cashier of the Onondaga county bank, being severally sworn, say, and each of them saith, that he has carefully examined the interrogatories propounded to them as officers of the said bank, by John Wilkinson, chairman of the bank committee, under the resolution of the Assembly of this State of 27th January, 1835, and that the foregoing answers thereto, and to each of the same, are true, to the best of their knowledge and belief.

OLIVER R. STRONG.

M. S. MARSH.

Subscribed and sworn this 10th day }
of February, 1835, before me. }

D. G. MONTGOMERY,

Commissioner of Deeds, &c.

BANK OF SALINA.

STATE OF NEW-YORK, } ss.
 Onondaga County. }

The answer of Nathan Munro, president of the Bank of Salina, and Ashbel Kellogg, cashier of the same, to certain interrogatories addressed to them by John Wilkinson, Esq., chairman of the standing committee, in the House of Assembly of the State of New-York, on the incorporation and alteration of banking and insurance companies, pursuant to a resolution of said House of Assembly, passed January 27th, 1835.

To the 1st interrogatory these deponents severally answer and say: That the bank of which they are officers has not to their recollection or belief, when applied to for the discount of paper, either directly or indirectly, compelled or required the person so applying to make his paper payable at places on which the said bank was in the habit of selling drafts at a premium. They may have, in some instances, recommended or indirectly encouraged the person so applying, so to do, by adopting the course pointed out in their answer to the 2d and 3d interrogatories, in relation to paper offered for discount.

2d, That for the purpose of creating a fund for the redemption of its bills, it has been the practice of this institution to give to paper payable in New-York or Albany a preference, and where the state of its funds or the amount of its discounts has been such that it could not do all the paper offered, it has refused some portion of that which was made payable here. We have not otherwise, to our best knowledge or belief, refused paper unless made payable in New-York or Albany, except in a few instances, when, from the low state of our funds, we could not afford the accommodation required, without immediately having the paper re-discounted at our corresponding bank in Albany.

3d, That we recollect no instance where this bank has discounted paper payable in Albany or New-York, the officers of the bank, or any of them, knowing or having reason to believe that the person properly liable for the payment would not have funds, at its maturity, at the place of payment; except in a few instances, when this institution, as before stated, could not, for the want of funds, afford the accommodation required, but by having some of its paper discounted at Albany. Almost all the paper which has been discounted at this bank, payable in Albany or New-York, has been made by millers, purchasers of produce or dealers in lumber, whose business gives them funds in those places; and there has been very few instances where we have discounted such paper, that the makers have not assured us that at its maturity they should, in the ordinary course of their business, have funds in those places to meet it; and from our knowledge of their business we have had reason to believe that such would be the case.

4th, That there has in no case, to our knowledge, been paper discounted at this bank, the officers of the same, or any of them knowing that the person obtaining the discount would, previous to

or at its maturity, purchase of this institution a draft, to be used in payment of such paper so discounted; but there has been, in some instances, paper discounted, which, though in appearance strictly of a business character, some of the officers of the institution have thought they had some reason to believe or expect that a draft would be purchased for its payment, either here or elsewhere.

5th, That, to their best knowledge or belief, no paper has been discounted at this institution under an express understanding with the person obtaining such discount, that he or any other person should, at the maturity of such paper, purchase a draft of this bank on the place at which his paper was so made payable.

6th, That in some instances this bank has discounted paper, some of the officers of the same knowing that the proceeds would be applied to the purchase of a draft from this institution at a premium, to be used for the payment of paper previously discounted here.

7th, That this institution has in some instances sold drafts, some of the officers of the same knowing that they were to be used for the payment of paper previously discounted here.

8th, That this institution has received the premiums on drafts during the last year, \$1,869.44. This sum includes the premium on drafts sent in payment of collection paper, and constitutes a considerable portion of the amount.

9th, That they have no means of answering this with any great degree of accuracy or certainty. The number of instances where they know this to have been the case are very few. They however, think that the proportion of drafts sold by this institution during the last year, which has been applied to the payment of debts due this bank, has not exceeded one-fifteenth part.

10th, That they have no means of stating with certainty, but they believe there has been twenty-six cases where this institution has sold drafts during the last year, to be used by the purchaser in paying paper due this bank.

11th, That they can discover no material difference between this and the 4th interrogatory, and they would refer you to their answer to that as applicable in all respects to this.

12th, 13th and 14th, That this bank has in all instances sent its paper to the place where it was made payable.

15th, That this institution went into operation on the 20th of November, 1832, since which time it has occasionally sold drafts to be used in paying some of its paper previously discounted; but has never to their knowledge or belief at the time of making a discount had any intention, desire or understanding that this should be the case.

16th, That they have desisted from the business above alluded to since the month of September last.

17th, That some time in September last, he was informed by one of the Bank Commissioners, that the course of business alluded to in this interrogatory was improper, and ought to be discontinued; and said Nathan Munro says, that he has never been advised

or admonished in relation to the course of business above alluded to.

18th, That neither of them has used the funds of this institution, or procured money therefrom, with which they have for their own benefit, purchased paper at a discount beyond the legal rate, and only in one or two instances very small amounts for any other purpose.

19th, That from the books of said institution, which they believe to be correct, it appears that there has been 56 discounted papers, and 67 cash papers, such as short drafts, checks, &c., received by this institution payable at either Albany or New-York, within the ninety days next preceding the 1st of January, 1835.

20th, That this bank has not appointed, authorized or in any manner employed any agent or agents, for the purpose of procuring, recommending or receiving paper for discount, with the understanding on the part of the bank, or any of its officers, that such agent should charge to, or receive from the person so applying for or obtaining the discount, any commission or compensation for the services of such agent.

21st. That this bank is not in the practice directly or indirectly, of requiring those who obtain discounts from it, to make their payments in the notes of banks other than their own.

22d. That to their best knowledge and belief no paper has been presented for discount at this bank, and been declined or refused, and the same subsequently presented by a broker or any other person and discounted, nor has any officer of this bank, to their knowledge, participated directly or indirectly, in the profits of any endorsement or brokerage, of any paper whatsoever, presented for discount.

23d. That no loan by discount or otherwise, has been made by this institution to any broker, for any purpose whatsoever.

24th. That this institution has never employed a broker, nor have they furnished funds to any one, in any place, or for any purpose whatsoever.

25th. That to their best knowledge and belief, there has never been one dollar paid by this institution or any of its officers to any person obtaining a loan or discount, which was not at the time current and of par value, and received as such at its counter.

26th. That they know of no practices or course of business which has been adopted by this institution, or any of its officers, with an intention of receiving more than the legal rate of interest on paper discounted by them.

STATE OF NEW-YORK, }
Onondaga County. } ss.

Nathan Munro, President as aforesaid, being duly sworn, says, That he lives at a considerable distance from the said Bank of Salina, and is but little acquainted with its manner of transacting business; but from information derived from other officers of the bank, and such other information as he possesses, he believes the foregoing answers to the interrogatories therein referred to, are substantially correct and true.

The said Ashbel Kellogg, cashier as aforesaid, being also duly sworn, says, That to his best knowledge and belief, the foregoing answers to the interrogatories, therein referred to, are substantially correct and true.

Sworn before me this 16th day of }
February, 1835. }

SAMUEL TUCKER,
Commissioner of Deeds.

OSWEGO BANK.

Answers to interrogatories propounded by the chairman of the bank committee of the Assembly of New-York, in a circular, dated 28th January, 1835, and addressed to the officers of banks.

1st interrogatory. The bank, of which I am an officer, has not compelled, but "required" persons applying for the discount of paper, to make such paper payable at places on which the bank was in the habit of selling drafts at a premium.

2d. Yes.

3d and 4th. Yes, when the bank had reason to believe, or more generally, when they had reason to fear, that funds would not be provided to meet the payment without resort to the bank for aid.

5th. No; on the contrary, it has been my general practice to discourage all reliance on the bank for aid, and to urge and insist, that payment should be made without such aid.

6th and 7th. Yes.

8th. Cannot say, owing to the manner in which the account is kept on a petty ledger, balanced quarterly and blended with a great variety of small and miscellaneous items. as interest on notes past due, postages, exchange on paper returned from city and paid at our counter, loss and gain in purchase and sale of uncurrent money, and owing to the various rates at which drafts are sold, from $\frac{1}{4}$ to 1 per cent, according to the amount and terms of payment. For current funds or short city paper, the price is almost nominal. At times our customers give us drafts for which they have no present use, and stipulate for drafts in return to an equal amount, without premium.

9th. Cannot say, as we never inquire how our customers make payments abroad, nor do we interrogate them in relation to the disposition of the drafts which they purchase from us, except in cases where they apply to our bank for aid to make such payments. If drafts are paid for with money, with business paper, or are charged against a deposit, it is quite accidental if a knowledge of its object or destination reaches any officer of the bank.

10th. Cannot say; it is a frequent occurrence.

11th. Yes, when we have reason to fear, or to "believe," that we should be obliged to furnish a draft, (at a premium of course,) or to distress a debtor.

12th. Yes, in all cases except one, which was a note made by the president of the bank for \$1000, (a renewal).

13th. Yes, in the instance above mentioned, $\frac{1}{2}$ per cent, the regular exchange, was charged and paid.

14th. No; no other case ever having occurred.

15th. Since the first organization of the bank.

16th. Have not desisted, except in cases where we had reason to believe, or to fear, that we might be obliged to furnish funds to pay such paper, and in such cases, and for this small portion of our debt, we have insisted on payment, or have renewed, payable at our counter, and for the last six months, I should imagine.

17th. The first admonition we received that it was imprudent, and therefore, in our opinion, improper to sell drafts to take up notes which had been renewed by us, was a menace of the usury penalties, from a merchant whose note had been renewed, payable at Albany, there dishonored, and after long delay, prosecuted to judgment and execution. On an appeal to the bank, and a representation that it would ruin and break up his business, we charged exchange and costs, and took a new note, payable in 7 months. His business went on, and he now pleads usury.

Since this period, Commissioner Stebbins has conversed with me about this practice, and informed me, that he had remonstrated with the banks.

18th. No, never.

19th. 12 notes payable in New-York, .. \$17,841 98

34 drafts, do. .. 45,176 11

\$63,018 09

12 notes, payable in Albany and

Troy, 9,446 83

23 drafts, do. do., 20,653 00

30,099 83

\$93,117 92

20th and 21st. No.

22d. No, but responsible though not punctual paper has, in few instances, been rejected, and afterwards discounted when endorsed and offered by a punctual man, but generally I have refused such paper, although the bank might have funds at command, and solely from its invidious appearance, and the difficulty of making persons comprehend the difference between discounting for those who pay and those who do not. I have no knowledge of any officer of the bank participating in any such gain.

23d. None to my knowledge.

24th. None.

25th. It is the practice of this bank, to purchase uncurrent money at one rate of discount and to sell it at another, the difference being from 1 to $1\frac{1}{2}$ per cent, (Canada money principally,) whether sold for money or notes, but never at par, except in very small sums, and I believe in one instance only, for a Canada operation, which required 6 months to accomplish, and to the amount of about \$1,000; the bank probably bought this paper at 2 per cent discount; one per cent is the most usual price at which we sell. At that rate, the house in which I am interested, with two other gentle-

men, (one a director and the other a stockholder,) borrowed about \$3,000, for the purchase of British government stores, (all this bank could furnish,) and were obliged to borrow an equal amount from the Canada banks, (as our bills would not be received,) without any advantage of discount, and gave drafts on the city of New-York, (the Canada banks too, required drafts) where they expected to sell, but finding the country market best, they paid this Bank 1 per cent beyond discount for collecting their notes at Buffalo, and paid a premium of one per cent for drafts on New-York, to meet their paper as it matured.

Nor need these gentlemen invoke the protection of the Legislature against the banks, for after all these profits and exactions, and after paying to the government in duties \$844, this adventure yielded a nett profit of more than 50 per cent on the whole sums borrowed. I have introduced this case, as it explains so well, many, and indeed most of the operations of exchange, depreciated paper, &c. and being one in which my interest gave me a knowledge of facts.

26th. No; our bank has never desired to realize more than 7 per cent, and we are content with 60 day paper, which yields but 6 per cent, and desires nothing so much as punctual payments at the place stipulated, and deprecates nothing so much as renewal, or accommodation paper, even when allowed exchange, between city and country, and this desire is greatly strengthened by the suspicion and odium which their sympathy for, and indulgence to, their debtors, has brought upon them.

The bank has never refused 60 day paper, which affords but 6 per cent, when they believed it would be promptly paid, nor have they required it at less than 90 days, except in case of renewal, then at 65 days occasionally.

It has been the general practice of the bank, to require from our directors, or other persons in whom we could confide, a statement that the makers of notes in remote parts of the country, were punctual, and that they believed such notes would be promptly paid without renewal, and such paper when not paid, if renewed at all, was made payable at our counter, as were the small country notes generally, of farmers. It has been our practice to get them out of the bank as soon, and as easy as possible to themselves, and then to keep them out.

We have frequently discounted paper at 6 months, payable in both city and country, when an operation required that length of time, particularly, to our millers in winter, preferring as we always do, long and certain, to short and uncertain payments.

I deem it just to myself and my associates, in the direction of this bank, and hope it will be thought respectful to the committee, to fortify these assertions by brief argument and illustration.

Our capital is \$150,000.

If it was all lent on accommodation paper of this odious kind, it would yield 7 per cent interest, or \$10,500 00

Carried forward, \$10,500 00

| | |
|---|-------------|
| Brought forward,.... | \$10,500 00 |
| Renewed after three months, by notes payable in city at 3 months more, and then taken up by a new operation, the exchange each 6 months $\frac{1}{2}$ per cent, or $1\frac{1}{2}$ per cent per annum, | \$2,250 00 |
| Increase,..... | 12,750 00 |
| Charges. | |
| Expenses which must all be kept up, so long as any tion of the capital is reserved for banking operations, estimated at | \$3,000 00 |
| Taxes the last year,..... | 993 90 |
| Losses by bad debts and bad paper, average of last 2 years,..... | 2,251 07 |
| | 6,244 97 |
| Nett,... .. | \$6,505 03 |

$4\frac{1}{2}$ per cent is \$6,500.

Accommodation can go no farther. After the whole bank capital is expended in accommodation paper, it is apparent that nothing more could be done in *such paper*, the smallest loan beyond that amount would require the bankers paper, while it would afford him no means of redeeming it. It is true, he might, after expending or *investing* his capital and his credit with advantage to himself and to the public, but it must be upon a principle the very *opposite* of accommodation, upon a principle of *never* granting accommodation, however advantageous this system of *investing* capital and *lending* credit may be, (and I think well of it,) yet the capital and credit must be so distinctly separated, that the banker at least, will know the one from the other. It can never be wise or prudent to hazard either the one or the other on dead loans, so long as both stand by alike for the redemption of the bankers's paper and the payment of deposits, so long as both are treated alike by him, and are greatly relied upon by the public.

The result of employing the whole capital of the bank in this usurious manner, it is seen, would be profitless enough, and it follows that any portion of the capital thus employed, must increase the prosperity of the bank, in the same ratio that the amount bears to the whole. The committee will therefore perceive, that an intelligent director can be influenced by no other motive than kindness for their customers and duty to the stockholders, in these operations. This subject of accommodation paper, is beset with difficulties so numerous, so mischievous and perplexing, as to claim for a bank director, the sympathy, rather than the censure of the public. His duty to the stockholder, to the depositor, the bill-holder and the public, compel him to resist and discourage such loans by all lawful means, and hard dealing is not the least efficacious.

It is admitted by all, that accommodation paper, more than every thing else, tends to endanger and jeopard all these interests.—The Bank Commissioners have sedulously and constantly, inculcated the duty of resisting such loans; periods of money pressure, have

also alarmed and admonished the director of the danger from such loans, and yet the banks have absorbed so much of the active capital of the country, that it is little better than mockery to tell a customer of the bank, to make a permanent loan and pay up his accommodation paper.

If the banker charges a trifle for such indulgence, he is threatened with the pains and penalties of the usury law, he incurs the execrations of the public, and for such indulgence the imminent hazard, that the first revulsion in commerce will prostrate his institution. If he enforces rigid punctuality by legal means, after the accommodation loan is fastened upon him, he may ruin his debtor who has no other resource, particularly in the country, where all the active capital is locked up in these institutions, and thereby denied to, and shut out from, long-winded operations.

ALVIN BRONSON, *President.*

STATE OF NEW-YORK, }
Oswego County, } ss.

On the 5th day of February, 1835, personally appeared before me, Alvin Bronson Esq., President of the Oswego Bank, who, being by me duly sworn, did depose and say, that the foregoing answers to the several interrogatories propounded to him by the bank committee of the Assembly, are true, except such answers as are therein stated to be upon information and belief, and as to those matters, he believes it to be true.

D. P. BREWSTER, *First Judge of Oswego County Courts.*

BANK OF AUBURN.

STATE OF NEW-YORK, }
Cayuga County. } ss.

The joint and several answers of Daniel Kellogg, president of the Bank of Auburn, and of James S. Seymour, cashier of said bank, to certain interrogatories, addressed to them by the standing committee in the House of Assembly of said State, on the incorporation and alteration of the charters of banking and insurance companies, in pursuance of the resolution passed in the said House of Assembly on the 27th day of January, 1835.

To the 1st interrogatory, these deponents, each answering for himself, and not the one for the other, severally answer and say, That the said bank when applied to for the discount of paper, has not to their knowledge, recollection or belief, (except as hereinafter is mentioned,) compelled, required, encouraged, or recommended, directly or indirectly, the person so applying, to make his paper payable at places on which the said bank was in the habit of selling drafts at a premium, unless the person so applying for a discount, represented that the money was wanted for the purpose of purchasing property, to send to market to some of the eastern cities or towns, and that he intended to pay his paper from money which he should so receive for said property, or that the funds

with which he expected to pay his said paper were coming to him from some place or places, or near there, on which the said bank was in the habit of selling drafts at a premium there, and in such cases the said bank has frequently encouraged or recommended, but never compelled or required the person so applying to make his paper payable at such places; in doing which, it had the interest of its customer in view, by saving him the risk of bringing his money from Albany or New-York, as well as the interest of the said bank. The said James S. Seymour further saith, that in one or two cases only he has encouraged or recommended the person applying for a discount, to make his paper payable at Albany or New-York.

2d, That the said bank has not to their knowledge, recollection or belief, ever refused to make discounts, unless the paper so offered for discount was payable at Albany or New-York, except when the said bank was unable from the extent of its discount, or otherwise to discount all the paper offered at said bank for discount, then the said bank generally gave preference to paper offered for discount and made payable at Albany or New-York.

3d, That to their knowledge, recollection or belief, the said bank has not at the time of making the original loan, ever discounted paper payable either at Albany or New-York, the officers of the bank, or any of them, knowing or having reason to believe that the person properly liable for the payment of such paper, would not have funds at its maturity at the place of payment; but that in some very few instances only the said bank has discounted paper, given on renewal of paper for said original loan payable at Albany or New-York, when the officers of the bank, or some of them suspected, or had reason to believe that the person properly liable for the payment of such paper, would not have funds at its maturity at the place of payment.

4th, That to their knowledge, recollection or belief, the said bank has not, at the time of making the original loan, discounted such paper payable at Albany or New-York, the officers of the bank, or any of them, knowing or having reason to believe or expect, that the person obtaining the discount would previous to, or at the maturity of his paper, purchase of the said bank a draft to be used in the payment of such paper so discounted by said bank; but that in some very few instances only, the said bank has discounted such paper, given on renewal of paper for said original loan, payable at Albany or New-York, when the officers of the bank, or some of them, had reason to believe or expect that the person obtaining the discount, would previous to, or at the maturity of his paper, purchase of the said bank a draft to be used in the payment of such paper, so discounted by said bank.

5th. That to their knowledge, recollection or belief, the said bank has not discounted such paper payable either at Albany or New-York, under an express understanding or arrangement with the person obtaining the discount, that he or any other person, should at the maturity of the paper, purchase of the said bank a draft on the place at which his paper was so payable.

6th, That the said bank has, but in a very few instances only, discounted both drafts and notes, the officers of the bank, or some of them, knowing or having reason to believe that the proceeds of such drafts and notes would be applied to the purchase of a draft from the said bank at a premium, to be used for the purpose of taking up a previously discounted draft or note belonging to the said bank.

7th, That the said bank has, but in a very few instances only, sold drafts, the officers of the bank, or some of them, knowing or having reason to believe that the drafts so sold, were to be used or applied to the payment of notes or drafts due to the said bank, and payable at Albany or New-York.

8th, That as appears by the books of the said bank, which these deponents believe to be correct, the amount received by the said bank for premiums on drafts sold by the said bank during the last year, was two thousand eight hundred and seventy-one dollars and seventy-nine cents.

9th, That as appears by the books of the said bank, which these deponents believe to be correct, the drafts sold by the said bank during the last year, which were applied to the payment of debts, notes and drafts due to the said bank, amounted to thirty thousand eight hundred and fifty dollars and no more; the premium received upon which amounted to two hundred and eighty-two dollars and sixty-one cents.

10th, That to their knowledge, recollection or belief, the said bank during the last year, in fourteen instances and no more, sold drafts to be used by the purchaser in paying notes, drafts or debts, due to the said bank.

11th, That to their knowledge, recollection or belief, the said bank has not at the time of making the original loan ever discounted paper, the officers of the bank, or any of them, expecting or having reason to believe that the said bank would be enabled to sell to the person obtaining the discount a draft at a premium, to be used by him in the payment of his discounted paper, but that the said bank has but in a very few instances only discounted paper, given on renewal of paper for said original loan, when the officers of the bank, or some of them, expected or had reason to believe that the said bank would be enabled to sell to the person obtaining the discount a draft at a premium, to be used by him in the payment of his discounted paper.

12th, That the said bank has in all instances sent and remitted the paper discounted by it to the place of payment.

13th and 14th, That to their knowledge, recollection or belief, the said bank has in no instance omitted to send the discounted paper to the place at which it was payable, and that the said bank or any of its officers have not required or received the premium on a draft or drafts upon the place where such paper was payable, or of any charges for postage, protest, or other disbursements, as connected with or claimed as accruing upon such discounted paper, if the said paper was not so sent to the place of payment.

15th, That to their knowledge, recollection or belief, the said

bank has never pursued the business of requiring the paper of its customers, or any portion of them, to be made payable at Albany or New-York, and of selling drafts to pay such paper.

16th, That they never began the kind of business mentioned in the said interrogatory.

17th, That to their knowledge, recollection or belief, they, as officers of said bank, have never been admonished or advised that the business of requiring paper payable at a distant place, for the purpose of enabling the bank to sell a draft to take up such paper, was improper, and should be discontinued. But this deponent, the said James S. Scymour, says, that sometime during the last year, one of the Bank Commissioners informed this deponent that some of the banks in the State had pursued such practice, and that it was improper.

18th, That they have never used the funds of the said bank, or procured money from the said bank, with which they have, for their private benefit, purchased paper at a discount beyond the legal rate.

19th, That as appears by the books of the said bank, which they believe to be correct, within the ninety days next preceding the first day of January last, the said bank received and discounted 87 notes and drafts, which were payable at Albany or New-York, amounting to the sum of \$142,091.86.

20th, That the said bank has not appointed, authorized, or in any manner employed an agent or agents for the purpose of procuring, recommending, or receiving paper for discount, with any understanding on the part of the bank or any of its officers, to the knowledge, hearsay or belief of these deponents, that such agent should charge to or receive from the person applying for, or obtaining the discount, any commission or compensation for the services of such agent.

21st, That the said bank is not in the practice, directly or indirectly, of requiring those who obtain discounts from it, to make their payments in the notes of banks other than its own.

22d, That no paper has been presented at the said bank for discount and been declined or refused, and the same subsequently presented by a broker or any other person, and discounted; nor has any officer of the said bank, to the knowledge, information or belief of these deponents, participated directly or indirectly in the profits of the endorsement or brokerage of any such paper, or of any paper presented at the said bank for discount.

23d, That to the knowledge, information or belief of these deponents, no loans have been made by discounts or otherwise, to any broker, for the business of exchange or brokerage, in which any officer of the said bank was interested directly or indirectly.

24th, That the said bank has not employed any broker or brokers, or any other person or persons in the city of New-York, or elsewhere, nor have they furnished him or them with any funds for the purchase, at a discount, of the bills of said bank, with the view to gain.

25th, That the said bank has not, nor have any of its officers, to the knowledge, information or belief of these deponents, made it a condition, directly, indirectly or impliedly, of the discounting of any note, draft, or other evidence of debt, that the borrower should receive therefor the notes or bills of any other bank or banks at par, which notes were not at the time current, or of par value at the said bank, or the notes or bills of any bank out of the United States, or out of this State, which were not at the time current and hankable at the said bank.

26th, That the said bank has not by any of the practices alluded to in the said interrogatories, or by any other means, adopted a course of business, with the intention on the part of its officers, or any of them, of receiving more than the legal rate on paper discounted by the said bank.

DANIEL KELLOGG, *President.*
JAMES S. SEYMOUR, *Cashier.*

Sworn the 7th day of February, }
1835, before me. }

JOHN P. HURLBERT,
Commissioner of Deeds.

CAYUGA COUNTY BANK.

The answers of G. B. Throop, cashier of the Cayuga County Bank, to the several interrogatories, numbered from 1 to 26, inclusive under the resolution adopted by the Assembly, January 27th, 1835, addressed to to him by John Wilkinson, Esq., chairman of the committee on banks, &c.

To the 1st interrogatory, As it is always desirable for the bank to receive payments at Albany and New-York, he has encouraged and recommended persons applying for discounts, whose expected payments, or whose business of milling, purchasing of produce, &c. transportation, buying and driving cattle, &c., would put them in funds at those places or at Troy, to make their paper payable at these places; but this bank has not compelled this to be done as a condition of discounting, nor otherwise than above.

2d, This bank has not refused to make discounts unless the paper offered was made payable at Albany or New-York, where the place of payment was the sole or principal reason of the refusal.

3d, There is no instance within his recollection, where this bank has discounted paper payable at Albany or New-York, he knowing or having reason to believe from any understanding or agreement, express or implied, that the person properly liable for the payment of such paper, would not have funds, at its maturity, at the place of payment.

4th, There is no instance, within his recollection, where this bank has discounted paper payable at Albany or New-York, he knowing, or having reason to believe or expect from any understanding or agreement express or implied, that the person obtaining

the discount would, previous to or at the maturity of his paper, purchase of this bank a draft, to be used in the payment of such paper.

5th, This bank has not discounted paper, within his knowledge or belief, payable at either Albany or New-York, under an express understanding or arrangement with the person obtaining the discount, that he or any other person should, at the maturity of the paper, purchase of the bank a draft on the place at which his paper was so payable; but has declined all such offers, as he believes.

6th, This bank has occasionally discounted a draft or note, he knowing or having reason to believe that the proceeds of such draft or note would be applied to the purchase of a draft of the bank at a premium, to be used for the purpose of taking up a previously discounted draft or note belonging to this institution and payable at Albany or New-York; such instances have been mostly with millers and dealers in produce, but in no case, within his recollection or belief, in consequence of such an understanding at the time of discounting the paper so to be taken up.

7th, This bank has sold drafts, he knowing or having reason to believe that the drafts so sold were to be used or applied to the payment of notes or drafts due to this bank, and payable at Albany or New-York.

8th, He understands that the amount of \$2,028.61 has been received by this bank for premiums on drafts sold during the year 1934.

9th, As the premiums on drafts, postage, and some other small items are kept by us in figures, not otherwise designating the items, he cannot ascertain, satisfactorily, the inquiry. He thinks that but a small proportion of the drafts sold by this bank during the last year has been applied as payment upon debts, notes or drafts due to the bank.

10th, He has not the means of ascertaining, and cannot answer in how many instances the bank has, during the last year, sold drafts to be used by the purchaser in paying notes, drafts or debts due to the bank.

11th, This bank has not discounted paper, he knowing or having reason to believe from any understanding or agreement, express or implied, that the bank would be thereby enabled to sell to the person obtaining the discount, a draft at a premium, to be used by him in the payment of his discounted paper.

12th, This bank has in all instances, he believes, sent or remitted the paper discounted by it to the place of payment, except one omission, by mistake, of a \$400 note.

13th and 14th, he answers to these as to the 12th. No charges were made in the case of the omission noted.

15th, 16th and 17th, This bank has never pursued the business to which these interrogatories are pointed. He recollects, in a conversation with the commissioners, Messrs. Stebbins and Eaton, during an official visit in August last, they spoke of such a business, and that they had admonished those engaged or supposed to be engaged in it, that it should be discontinued or broken up.

18th, He has never used the funds of the bank, nor his own funds, nor procured money from the bank for any such purpose.

19th, The notes and drafts discounted within the ninety days preceding January 1, 1835, payable at Albany and New-York, were of notes, \$41,725.97, of drafts, \$54,736.78.

20th, No; the bank has not directly nor indirectly.

21st, No; there is no such practice of the bank; but he thinks that a general understanding prevails that the banks prefer to receive in payment and exchange, notes of banks other than their own.

22d, No, to both inquiries; but says that paper has been refused in the course of their business, for insufficiency of security, which may have been presented again and discounted with additional security or additional evidence of the security of the parties already to the paper; but he never knew or suspected any brokerage dealing or endorsement in any such paper.

23d, 24th, 25th and 26th, No.

G. B. THROOP, *Cashier.*

Cayuga County.—George B. Throop, the cashier of the Cayuga County Bank, being duly sworn, says that the preceding answers are true, according to his best recollection, information and belief, and further says not.

G. B. THROOP.

Sworn this 7th day of February, 1835, before me.

J. L. RICHARDSON, *first Judge of Cayuga.*

SENECA COUNTY BANK.

STATE OF NEW-YORK, }
Seneca County, } ss.

William More, cashier of the Seneca County Bank, being duly sworn, deposeth and saith, that the facts stated in the following several answers to twenty-six interrogatories, to which answers are required by order of a committee of the Honorable the Assembly of this State, are true, to the best of the deponent's knowledge, information and belief, and further this deponent saith not.

WILLIAM MORE, *Cashier.*

Sworn and subscribed before me,
this tenth day of February, one
thousand eight hundred and
thirty-five.

JESSE CLARK, *First Judge of Seneca County,
and Supreme Court Commissioner.*

Answer 1st. Since the Seneca County Bank has been in operation, the paper discounted by it, has been generally made payable at its banking house in Waterloo, but when its funds in the cities of New-York and Albany have been low, the directors have in some instances, refused to discount paper unless it was made pay-

able in one of the above mentioned cities. The paper so payable has been principally discounted for millers and purchasers of produce, and the credit to such persons has been generally extended until they could conveniently pay their paper in the cities, out of the avails of their produce, after it was disposed of in the spring and summer next following the period at which discounts were made. The largest portion of the loans to millers and purchasers of produce, has been payable at the banking house of the institution, and the proportion of the paper payable in the cities, and discounted for persons other than millers and purchasers of produce, has been very small. Paper discounted by the bank, has in some instances been made payable at the banks or houses, on which the institution was accustomed to sell drafts at a premium; and in other instances it was not so payable.

2d, This institution under the circumstances detailed in the preceding answer to the first question, has refused in a few cases, to discount paper unless it was made payable in Albany or New-York.

3d, This institution has in a few instances, discounted paper payable in New-York and Albany, the officers of the bank having reason to believe, that the borrowers would not have funds at the maturity of the paper, at the place of payment, to take up the same, except by the purchase of drafts, but there never has been any agreement or understanding, that drafts should be purchased of this institution to take up such paper, and it has been frequently paid by other means, than drafts sold or furnished by this institution.

4th, This institution has in no instance discounted paper payable at Albany or New-York, the officers of the bank or any of them, knowing or having reason to believe, that the person obtaining the discount, would, previous to, or at, the maturity of *such paper*, purchase of the institution, a draft to be used in the payment of *the paper* so discounted.

5th, This institution has never discounted paper payable either at Albany or New-York, under an express understanding or arrangement with the person obtaining the discount, that he or any other person, should at the maturity of the paper, purchase of the institution, a draft on the place at which his paper was payable.

6th, This institution has in some instances, discounted drafts and notes, the officers of the bank knowing or having reason to believe, that the proceeds of such draft or note, would be applied to the purchase of a draft from the institution, at a premium, to be applied to taking up paper previously discounted, belonging to the institution.

7th, This institution has sold drafts on the cities of New-York and Albany, the officers of the bank knowing or having reason to believe, that the drafts so sold, would be used or applied to the payment of notes or drafts due to the institution, and payable at the above mentioned places.

8th, The amount of profits derived by this institution from the sale of drafts on Albany and New-York, from the 1st January, 1834, to the 1st January 1835, is \$1,088.26, from which nothing

is deducted for premiums paid on drafts purchased by the institution, which would reduce the amount, in a large proportion.

9th, It is not known what proportion of the drafts sold by this institution during the last year, has been applied on debts, notes or drafts due to the institution.

10th, It is not known in how many instances this institution has, during the last year, sold drafts to be used by the purchaser, in paying notes, drafts or debts due to the institution.

11th, This institution has discounted paper, the officers of the bank expecting or having reason to believe, that the person obtaining the discount, would purchase a draft of the institution, and apply the same in payment of paper belonging to the institution, previously discounted, and payable in Albany or New-York. But no agreement was ever made, nor was it arranged at the time of discounting such paper, that such draft should be purchased of this institution, and it has frequently occurred that the paper so discounted, was paid at the place of payment, without the purchase of drafts from this institution, but it has also happened, that drafts have been purchased of the institution at a premium, to pay such paper.

12th, This institution has uniformly transmitted, for collection, paper discounted by it, and payable at other places, than its banking house, to the place at which the same was payable, excepting in a single instance, in which a discounted note was paid before maturity, at the banking house, and the discount taken when discounted, was remitted to the persons who paid the note, for the time which it wanted of maturity.

13th, This institution has in no instance, received a premium on paper, not sent to the place of payment, by the sale of drafts or otherwise, when the same has been paid at the banking house.

14th, This institution has never received payment of any charges, for postage, protest, or other disbursements as commuted, or claimed as accruing upon discounted paper not sent to its place of payment.

15th, This institution, since the commencement of its operations, has required of some of its customers a portion of their discounted paper to be made payable at Albany or New-York, under the circumstances and qualifications appearing in the answers to questions Nos. 1 and 16.

16th, Since the month of July last, or thereabouts, this institution has not discounted paper payable in Albany or New-York, unless the officers of the bank were perfectly satisfied that the paper would be paid at its maturity, at the place where it was made payable.

17th, The cashier of this institution was informed, by two of the Bank Commissioners, that the practice of requiring paper for discount, payable at distant places, to enable the bank to sell drafts to take up such paper, was improper, and should be discontinued, or words to that effect.

18th, The cashier of this institution, has never used the funds of the bank, nor procured money from the bank, with which he

has, for his private benefit, purchased paper at a discount, beyond the legal rate; nor has he any knowledge that any other officer or director of the bank has done so.

19th, This institution has discounted, within ninety days next preceding the first day of January, 1835, sixty notes and drafts, payable in New-York and Albany.

20th, This institution has never appointed, authorized, or in any manner employed an agent, or agents, for the purpose of procuring, recommending, or receiving paper for discount, with the understanding on the part of the bank, or any of its officers, that such agent should charge to, or receive from the person applying for or obtaining the discount, any commission or compensation for the services of such agent.

21st, This institution is not in the practice, directly or indirectly, of requiring those who obtain discounts from it, to make their payments in the notes of other banks.

22d, In no instance has paper presented to this bank for discount, been declined or refused, and afterwards presented by a broker, and discounted. But it has sometimes occurred, that discounts have been refused for want of sufficient knowledge of the drawers and endorsers of the paper, and it has been subsequently discounted on obtaining satisfactory information of them. No officer of the bank has participated, directly or indirectly, in the profits of the endorsement or brokerage of any such paper, or any other paper presented at the bank for discount.

23d, No loans have been made by discount or otherwise, to any broker for the business of exchange or brokerage, in which any officer of the institution was interested, directly or indirectly.

24th, This institution has never employed any broker or brokers, or other person or persons, in New-York or elsewhere, and furnished him or them with funds for the purchase, at a discount, of the bills of the institution, with a view to gain.

25th, This institution, or any of its officers, has never made it a condition, directly or indirectly, of the discounting of any note, draft, or other evidence of debt, that the borrower should receive therefor the notes or bills of another bank, or other banks at par, which were not at the time current and of par value at the Seneca County Bank, nor that the borrower should receive the notes, or bills of banks out of the United States, or out of this state, which were not at the time current and bankable at this institution.

26th, This institution has not adopted any course of business, with the intention on the part of its officers, or any of them, of receiving more than the legal rate of interest on paper discounted by the bank, or otherwise.

BANK OF GENEVA.

The answer on oath of Henry Dwight, president of the Bank of Geneva, to the interrogatories transmitted to the presidents and

cashiers, or other officers of certain banks, by the committee of the honorable Assembly, on the incorporation and alteration of the charters of banks and insurance companies, in pursuance of the resolution of the Assembly of the 27th day of January, 1835, that is to say:

To the 1st interrogatory this respondent says: When the bank of which this respondent is an officer, has been applied to for the discount of paper, it has always been understood that the bank did prefer paper payable in Albany or New-York. The reasons of this preference were,

First, By this means the bank increased its funds in New-York and Albany, which would always redeem its bank bills, of which some hundreds of thousands of dollars are annually sent for redemption, from these cities through the Albany banks, and,

Second, The paper thus payable in New-York could in case of pressure be discounted, and this was occasionally found a very convenient mode of providing funds to meet calls in case of any pressure upon the bank.

Third, The payment of such paper provided funds for the sale of drafts on Albany and New-York.

Fourth, The proceeds of such notes bore an interest in New-York from the day of payment or within one week after, according to arrangements made with agents in New-York. To make this answer more plain, it should be stated, that by far the largest portion of the bills so payable at New-York and Albany, are notes which are discounted on behalf of purchasers of wheat and other produce, which is to be sent to New-York or elsewhere eastward, and from the proceeds of which produce such notes are to be paid. Such paper is generally offered with that explanation, voluntarily expressed or understood; and such paper is much preferred whenever there is confidence in the parties, and in the transaction. In final answer therefore, it may be said that in substance and effect, this bank in many cases has encouraged and recommended, and that in a direct manner, the person applying, to make his paper payable in New-York or Albany, and does usually so encourage and recommend, and New-York and Albany are places on which this bank is in the habit of selling drafts at a premium. But this bank has required or compelled its customers to take this course in no sense, except as it is implied in the answer of this respondent to the next interrogatory. This answer and all subsequent answers, are limited to the period of time since the renewal of the charter of this bank in January, 1832, when the Legislature for the first time reserved the right of renewing or repealing its charter; and which period of time this respondent presumes will meet, so far as this bank is concerned, the objects of the message of the Governor and the resolution of the honorable Assembly.

2d, In times of great pressure, this bank for some of the reasons alluded to in the foregoing answer, has refused to discount almost all paper other than such as was made payable at New-York or Albany, or some eastern place in the State, but has continued the renewal of old paper at such times of pressure, as far as was pos-

sible and safe under the circumstances. While at all times the amount of paper payable at bank, has been greater than that payable below; the policy of the bank as to its discounts, is constantly changing with the amount of its funds on hand, the facility of borrowing at the eastward in case of emergency; these and other circumstances requiring for the safety and prosperity of the bank, an adaptation of its course to constantly varying circumstances; and the officers have felt themselves not only at liberty, but in duty bound as trustees, to judge of what paper, as to time and place, it would be expedient to discount and reject, and their course has accordingly varied from discounting all good paper which was offered, to the selection of a part only, according to their own best judgment; and in times of great alarm and pressure, they have refused almost all new paper which was not payable in Albany or New-York.

3d, That in discounting paper payable in New-York or Albany, the officers of the bank have endeavored to receive such only as would be promptly met at the time and place at which it was payable. And it has been the general rule and understanding of the bank with its customers, that such paper should be fully paid and not renewed; to this rule there have been very few exceptions. In all cases the officers have uniformly preferred such paper as they expected would be paid, but have not in every case felt entire confidence that the drawer or acceptor of the note or draft would have funds at the place to meet the payment. But no such discount has been made, the officers of the bank knowing or hoping that the person properly liable for the payment of such paper, would not have funds at its maturity at the place of payment.

4th, That in discounting paper payable at Albany or New-York, the officers of the bank have not known, expected, or had reason to believe (so as to make this expectation the moving cause for making the discount) that the person obtaining the discount would previous to, or at the maturity of his paper, purchase of this institution a draft to be used in the payment of such paper so discounted. But though no discount has been made from such motive, yet it ought to be stated that the purchase of such draft, may have been looked forward to as a possible event in case of the failure of the remittance from produce, or other means of payment held out to the bank in order to obtain the discount.

5th, That no paper payable in Albany or New-York has been discounted by this bank, under the express understanding or arrangement with the person obtaining the discount, that he or any other person should, at the maturity of the paper, purchase of this bank at a premium, a draft on the place at which his paper was so payable, neither has there ever been any such implied understanding.

6th, That by far the largest portion of the bills payable at eastern towns or cities in this State, are made by the purchasers of wheat, grain, cattle, &c., from the proceeds of which, when the sales are effected, the bills are paid. In some cases from a variety of causes, these bills cannot be paid according to expectation. The

same is the case with bills of all descriptions; the payer not being able to fulfil his promise at the time, applies for a new discount, which is granted or refused, according to the circumstances of the case; and if granted, then with the understanding and belief implied in the interrogatory. These cases, however, do not frequently occur, as the answer to the ninth interrogatory will more fully shew.

7th, That the answer to this interrogatory is implied from his answer to the sixth interrogatory, and is affirmative.

8th, That the amount of premiums received by the bank during the last year on drafts sold, has been \$2,578.87. The usual price of drafts on Albany is one-half of one per cent, and on New-York, three-quarters of one per cent.

9th, That the whole amount of drafts sold during the last year, from an examination of our books, appears to be \$455,821.32, and so far as can now be determined by reference to the books and the recollections of the cashier of the bank, the amount which has been applied in payment upon debts, notes and drafts due this bank, has not exceeded \$36,451.60, which is very nearly a proportion of eight per cent on the whole amount of drafts sold. The whole amount of premium which has been received during the last year on drafts which are believed to have been applied in payment of any debt due the bank, does not exceed \$238.37, a sum so small as not to amount to $\frac{1}{8}$ of one per cent upon the capital. The whole amount of paper which has been discounted at the bank during the past year, has been \$2,495,254.99; of this discounted paper, not more than \$36,457.60 has been taken up by drafts purchased of the bank, which is less than 1½ per cent upon the whole amount of paper discounted during this period.

10th, That the whole number of instances in which the bank has sold drafts during the year, ending January 1, 1835, to be used by the purchaser in paying notes, drafts or debts due this bank, does not exceed 24.

11th, That his reply to the sixth is, as he supposes, a reply also to this interrogatory.

12th, That such paper has been sent, with very few exceptions, and these have been of paper retained at the request of the parties for whom it was discounted.

13th, That on such discounted paper which has been payable at New-York or Albany, but retained and paid here, the bank or its officers have not required or received a premium on a draft or drafts on the place where such paper was payable.

14th, That when such discounted paper has not been sent to the place of payment, this bank has not required or received the payment of any charges for postage, protest or other disbursements as connected with, or claimed as accruing upon such discounted paper, nor in any other way whatever.

15th, This bank has not pursued the business implied in this interrogatory, in any other manner than has been stated in the answers to the preceding interrogatories.

16th, This bank has not desisted from the kind of business which has been stated in the answers to the preceding interrogatories.

17th, That he has no recollection of ever having been formally admonished or advised by any person, that the business of requiring paper payable at a distant place for the purpose of enabling the bank to sell drafts to take up such paper, was improper and should be discontinued, but he has conversed with the Bank Commissioners, or some one of them, upon the subject, in which conversation the said Commissioners, or some one of them, have expressed an opinion that any arrangement made, or understanding had with a person for whom discounts were made, of paper payable at another place, previous to, or at the time of such discount, that such person should purchase a draft to meet such paper would be improper, in which opinion this respondent fully concurred; and he also says that he is advised by counsel, that when no such understanding, either express or implied, was had previous to or at the time of discounting such paper, or as a condition for discounting the same, and before the maturity of such paper, that any person liable for the payment thereof, should apply for the purchase of a draft on New-York or Albany for the purpose of meeting such paper, it was as proper for the bank to sell him such draft for that purpose as for any other, and that there was nothing in such transaction contrary to the provisions of its charter or the laws of the land.

18th, That he has used neither funds of the bank nor any money procured from the bank, nor his own funds, in purchasing paper for his private benefit, at a discount beyond the legal rate of interest.

19th, That within ninety days next preceding the 1st of January, 1835, the number of drafts or notes received or discounted by the bank, which are payable at Albany or New-York, is one hundred and twenty-seven.

20th, That this bank has not unfrequently discounted the paper of persons residing out of this village, who were not sufficiently known to the officers; and which discounts were, therefore, made upon the representations of the correspondents of the bank, who might know the goodness of such paper; such correspondents have been most frequently the agents of the bank, for the purpose of exchanging money, and who receive from the bank some compensation for making these exchanges and any other services they may render the bank, or they have been other persons. The bank is never bound by any act of any such agent or agents. This bank or any of its officers, has no understanding with any such agent, that such agent should charge to or receive, from the person applying for or obtaining such discount, any compensation or commission for the services of such agent. But this respondent well understands, that such agents do probably receive some compensation therefor, the rate whereof, this respondent, or the officers of the bank, do not know, and with which they have not nor ever had any concern. This respondent presumes, from the character of the agents aforesaid, that such compensation would be reasonable and conforma-

ble to usual charges in like cases, between man and man, and neither this respondent, nor any officer of the bank, would hearken to such recommendation, if he had cause to believe it was a means of extortion. As to so much of said interrogatory, as refers to the appointment and authorising of such agent, with the understanding that such agent "should" charge or receive such commission as compensation as therein referred to, this respondent saith, that no such agent was ever appointed, with any understanding of the bank, or any of its officers, that such agent should charge or receive, as mentioned in the interrogatory. But at the same time, this respondent hath had a general impression, (and he does not now doubt the fact,) that such agents do charge, have charged, and would charge some compensation for such services.

21st, That this bank has been in the practice of requesting those who obtain discounts, to make payments in the notes of other banks either of the cities or country, and they frequently agree to do so in accordance with such request or wish, and the object has been to procure paper which would redeem its own bills and extend its circulation, at the same time this bank has never refused or objected to receive its own bills when offered in payment at the bank.

22d, He has no recollection of any paper having been presented to the bank by any broker, which has before been refused; it probably has been done by other persons who have either endorsed it, or stated reasons satisfactory to the bank why it should be discounted, but in no case has any officer of the bank, directly or indirectly, participated in the profits or brokerage of any such paper, or of any other paper presented at said bank for discount.

23d, That no loans have been made by discount or otherwise, to any broker, for the business of exchange or brokerage, in which this respondent was interested, directly or indirectly, and as to the other officers of this bank, this respondent has no knowledge or belief, that they or any of them, were ever so interested, directly or indirectly, in any such business of exchange or brokerage, nor in any loans therefor, if any such existed.

24th, The bank has a portion of its funds lodged with a firm of brokers in New-York, bearing an interest less than the legal rate; these brokers have the right, at their discretion and on their own account, to purchase the bills of this bank at any rate at which they can procure them, and to charge the same to us at par, after thirty days, or to sell or to transmit them to this bank for redemption through the ordinary channels, at their own pleasure; in point of fact they rarely avail themselves of this right, being able ordinarily, to dispose of the bills of this bank more profitably to themselves. For the purpose of protecting its circulation from being discredited in any case whatever, it is also expected, that in any convulsion of the money market, they will not suffer its bills to be depreciated, but will take them up on their own account, the bank sustaining any loss which might occur, however great, in raising the necessary funds upon such an emergency. This is the only arrangement made with any person or persons, on the subject of

the interrogatory, and with this exception, if an exception it is considered, the answer of the respondent to this interrogatory is in the negative.

25th. In the negative; but the respondent further saith, that in certain cases, and these usually were when payments were to be made in some of the eastern cities in this State, the bank has preferred to pay in the bills of other banks, when these bills have the same or about the same value as its own; and in all cases, they have been paid by the bank and received by the payee, on such condition that no loss should be sustained by the payee, in consequence of his receiving such paper instead of the bills of this bank.

26th. That it has been the constant intention of the officers of this bank, to observe strictly the laws of this State, in not receiving more than the legal rate of interest. And this respondent further saith, that he has consulted with the cashier of the bank, in framing these answers; that he is the only officer thereof, who is thoroughly acquainted with its operations, so as to be able to answer the same, having a more intimate and constant knowledge of its transactions than the respondent, who has availed himself of all that the cashier has known on the subjects thereof, and all the answers of the respondent have been submitted to him, and by him declared to be correct; and the respondent does not know or believe, that the cashier or any other officer of this bank, has done any thing, or recollects or knows any thing, which would vary in any material degree, the effect of the foregoing answers.

The foregoing answers and statements are true, to the best of my knowledge and belief.

H. DWIGHT, *President.*

Sworn to, before me, this 9th day }
of February, 1835. }

JAMES H. WOODS,
Commissioner of Deeds, in Ontario County.

BANK OF ITHACA.

The answer of Ancel St. John, cashier of the Bank of Ithaca, made under oath, to certain interrogatories addressed to him under a resolution adopted by the Assembly, on the 27th of January, 1835, which interrogatories are hereunto annexed, to wit:

To the 1st interrogatory he answers, That the Bank of Ithaca has encouraged the making of paper payable at places on which said bank was in the habit of selling drafts at a premium only when applied to for discount by commercial men, or dealers in country produce, by discounting such paper for them on longer than the usual time, and in no other way. But the bank has not required paper to be made payable at such places, except during the late pressure, and then only by persons who expected to have funds in the course of their business at or near the place where the paper was made payable, to meet it at maturity.

2d, That the said bank has not refused to make discounts unless the paper was made payable at Albany or New-York, except during the late pressure, and under the circumstances mentioned in his answer to the first interrogatory.

3d, 4th and 5th, No.

6th, No: except that on the 26th of July, 1832, a note of \$300 was discounted for a customer, the avails of which was applied by him to the purchase of a draft to pay his note of \$1,800, previously discounted, and falling due in New-York on the thirtieth of the same month.

And on the 16th of January, 1834, another note of \$350 was discounted for the same person, the avails of which was applied by him to the purchase of a draft to pay his note of \$900, previously discounted, and falling due in New-York on the 23d of the same month.

And on 4th of March, 1834, a note of \$2,050 was discounted for another customer, the avails of which was applied by him to the purchase of a draft to pay his note or draft of \$2,000, previously discounted, and payable at Albany.

That these are the only exceptions within his knowledge and recollection; and he does not know, and can not say that he, or any of the officers of the bank, knew, or had reason to believe, at the time the said several notes were discounted, to what use the proceeds were to be applied.

7th, Yes.

8th, That the amount of premium received by said bank on drafts sold during the last year is \$1,336.91.

9th, That the said bank has sold 545 drafts during the last year, and that but six of them have been applied as payment upon debts, notes or drafts due to said bank.

10th, That during the last year said bank has sold drafts in but six instances to be used by the purchaser in paying notes or drafts, or debts due said bank.

11th, No.

12th, Yes.

13th, He refers to his answer to the 12th interrogatory.

14th, He refers also to his answer to the 12th interrogatory.

15th and 16th, He refers to his answers to the first seven interrogatories.

17th and 18th, No.

19th, That said bank has discounted, within the 90 days next preceding the 1st of January, 1835, sixty-six notes and drafts payable at New-York or Albany, and no more, amounting to \$40,340.08.

20th, No: but adds that a director of the said bank, residing at Cortland village in the county of Cortland, without any other appointment or employment, has been in the practice of sending and recommending for discount the paper of persons in his neighborhood and vicinity, which the said bank has discounted or rejected at pleasure, and without any understanding, on the part of the bank or any of its officers, as to what compensation or commission

he should charge or receive from the person applying for, or obtaining the discount.

21st, 22d, 23d, 24th, 25th and 26th, No.

A. ST. JOHN, *Cashier Bank of Ithaca.*

Tompkins County, ss.—On the 11th day of February, 1835, before me, came Ancel St. John, cashier of the Bank of Ithaca, who being by me duly sworn, upon his oath saith, that the foregoing depositions by him subscribed are true.

A. D. W. BRUYN,
First Judge of Tompkins County Courts.

YATES COUNTY BANK.

STATE OF NEW-YORK, }
Yates County. } ss.

Wm. M. Oliver, president of the Yates County Bank, being sworn upon oath touching the interrogatories hereunto annexed, deposeth as follows:

To the 1st interrogatory the deponent saith, That the officers of the said bank have frequently, when called upon for large sums of money, refused to make such loan, unless the borrower would make his note payable in the city of New-York or Albany; but were not particular whether the note was made payable at the bank with which the Yates County Bank corresponded or not. Yet, doubtless, many have been made payable at the bank in Albany where, at times, the Yates County Bank had funds, and upon which it was in the habit of selling drafts at a premium.

2d, Yes.

3d, That there may have been cases where the bank had reason to doubt the borrower's assurance that the note would be paid when due, and therefore he answers in the affirmative.

4th, That this bank has discounted paper, having reason to believe that the person asking for the loan would, at the maturity of his note, be likely to purchase a draft of this or some other institution to pay his said note.

5th, That he does not recollect any such agreement; yet there may have been an instance or more of the kind, where the person obtaining the discount supposed he might procure of the bank a draft to pay said note.

6th, That there may and doubtless has been such instances, and he therefore answers in the affirmative.

7th, Yes.

8th, That he is not able to give the precise amount received by this bank for premiums on drafts sold during the past year, but that the same is not far from \$600.

9th, That about one-fifth of the whole number of drafts sold during the past year, has been applied as payment upon debts, notes or drafts due to this bank.

10th, That in 32 instances the bank has, during the last year,

sold drafts to be used by the purchaser in paying notes, drafts or debts due to this bank.

11th, Yes; believing that there may have been such an instance.

12th, Yes; and yet a note may have been accidentally omitted.

18th, That he does not recollect any such case.

14th, No.

15th, Since the bank went into operation, in 1831, as this deponent believes.

16th, That the bank has refrained from doing the kind of business which he understood was objected to by the bank commissioners, for the last three or four months.

17th, Yes.

18th, No.

19th, That this bank has discounted 68 notes payable below within the 90 days next preceding the 1st day of January last.

20th and 21st, No.

22d, That he does not recollect any such instance, although there may have been such an one; no officer of this bank has ever participated in the profits of the endorsement or brokerage of such a loan.

33d, 24th and 25th, No.

26th, That the Yates County Bank has adopted no practice by which it receives more than the legal rate of interest, unless it arises from the practices above stated.

W. M. OLIVER.

Sworn and subscribed before me this }
19th day of February, 1835. }

ASA A. NORTON,

Commissioner of Deeds for Yates Co.

YATES COUNTY BANK, }
February 19, 1835. }

HON. JOHN WILKINSON,

Chairman bank committee.

Dear Sir—I have the honor to enclose you herewith my answer as president of this institution, in obedience to your communication and interrogatories annexed, of the 27th of January last.

I remain yours, truly,

W. M. OLIVER, *President.*

CHEMUNG CANAL BANK.

The answer of William Maxwell, cashier of the Chemung Canal Bank, to the interrogatories “addressed to the presidents, cashiers, or other officers of the several banks in this State under the safety fund, (except those in the city of New-York.) under the resolution upon that subject adopted by the Assembly, January 27th, 1835.”

To the 1st interrogatory, this deponent answers, That the said bank, when applied to for the discount of paper, has never, to the knowledge of this deponent, compelled or required the person so

applying to make his paper payable at places at which said bank was in the habit of selling drafts at a premium; nor has the said bank ever, to his knowledge, encouraged or recommended the making of notes or drafts payable at any such place, except when it was understood that the drawer either had, or expected to have funds at said place, previous to the maturity of said paper, to meet the same.

2d. That this bank has never, to his knowledge, refused to make discounts, unless the paper so offered was payable in Albany or New-York, although paper payable in Albany or New-York would always have been preferred, provided there was a reasonable prospect of its being paid there at its maturity.

3d, 4th and 5th, No.

6th, That this bank has, in a few instances, discounted notes, with the expectation that the person obtaining such discount would purchase a draft with the avails thereof, to be used for the purpose of taking up a *previously* discounted draft or note payable in Albany or New-York, and belonging to this institution, and which had been sent to the place of payment for collection.

7th. That this bank has, in a few instances, sold drafts, to be applied to the payment of notes and drafts due to this bank, payable in Albany and New-York.

8th, That the whole amount received by this bank for premiums on drafts, sold during the year ending on the 1st day of January last, is \$931.88, as near as this deponent is able to ascertain.

9th, That the proportion of the premiums received on drafts sold by this bank during the last year, which were to be applied to the payment of debts due to this bank, would probably be about one-tenth part of the above sum of \$931.88.

10th, That the number of instances in which this bank has sold drafts during the last year, to be used in paying debts due to this bank, would not, in his opinion, exceed ten or fifteen.

11th, That no discount has ever been made by this bank, with a view to the sale of a draft, to take up previously discounted paper due to this bank, except as stated in his answers to the sixth interrogatory.

12th, 13th and 14th, That this bank has, in all instances, remitted the paper discounted here, and payable at Albany or New-York, to such place for collection, except in one instance, where a note discounted here and payable in Albany, for three hundred dollars, was omitted to be sent, by mistake, and paid here by the drawer at its maturity, and on which three dollars were paid for difference in exchange.

15th and 16th, That this bank, having never pursued the business of requiring the paper of its customers to be paid in Albany or New-York, and of selling drafts to pay such paper, has had no occasion to desist from that kind of business.

17th, That he has always entertained and often expressed the opinion, that it was improper for any bank to require paper payable at a distant place for the purpose of enabling such bank to sell a draft to take up such paper; and has always understood that such

was the opinion of the Bank Commissioners on the subject: But this deponent has never to his recollection been admonished or advised that such a course of business was improper and should be discontinued, for the reason, most probably, that such a course of business had never been pursued by this institution, such admonition, so far as this bank was concerned, was unnecessary.

18th, No.

19th, That the number of notes and drafts received and discounted by this bank, within ninety days previous to the 1st day of Jan. last, and payable in Albany or New-York, is 42; and the aggregate amount of said notes is \$28,962.54.

20th, No.

21st, That this bank is not and never has been in the habit of requiring those who obtained discounts from it, to make their payments in the notes of banks other than our own; although our customers generally know that it is desirable and would be an accommodation to the bank if they should make such payments in the bills of other banks in good credit.

22d, 23d, 24th and 25th, No.

26th, That this bank has not, by any of the practices alluded to in the interrogatories referred to in these, his answers, or by any other means, to his knowledge, adopted a course of business, with the intention on the part of its officers, or any of them, of receiving more than the legal rate of interest on paper discounted by it.

W. MAXWELL.

Tioga County, ss.—I do hereby certify, that on this 12th day of Feb., 1835, William Maxwell, cashier of the Chemung canal bank, personally appeared before me, the subscriber, and made oath that the answers given by him to each and every of the interrogatories above alluded too, are true, according to his best knowledge, information and belief.

S. H. MAXWELL,
Com. Deeds, Tioga county.

STEUBEN COUNTY BANK.

Answer of John Magee, cashier of the Steuben county bank, to the several interrogatories addressed to him by the bank committee of the Assembly, under date of the 28th of Jan. 1835.

To the 1st interrogatory, The officers of this bank have in some instances, but not generally, recommended or required persons applying for discount, to make their paper payable in Albany or N. York, on which cities they have been in the habit of selling drafts. This practice has been applied only, with very few exceptions, to persons engaged in commercial pursuits, and in the lumber business, whose means of payment depended chiefly on the avails of produce and lumber in transit, or to be transmitted to the cities mentioned, to Philadelphia, Baltimore, &c., and who it was believ-

ed could make payments at the places designated, with as little inconvenience as elsewhere.

2d, In some instances, but not generally; in no case within my knowledge and recollection, where the applicant was a regular customer of the bank, who had previously sustained his credit for punctuality, by meeting his paper according to agreement.

3d, No paper has been discounted within my knowledge, as I can recollect, with a knowledge on the part of the officers, that the persons applying for the discount would not have funds at the place of payment at the maturity of the paper. In some instances, it was but reasonable to infer that the applicant would not be in funds at the place of payment, unless he sent them to such place for that purpose.

4th, No case has occurred to my knowledge and recollection, where the officer of the bank knew at the time the discount was made, that the person obtaining it, or any person on his behalf, would purchase a draft from this bank to enable him to pay the note so discounted. Cases have occurred where it was thought probable such application would be made.

5th, Not in a single instance within my knowledge and recollection.

6th and 7th, We have in several instances, being informed at the time of the application that the draft was desired for such purpose, and believing it was just and legal to do so.

8th, It appears from our books that we received during the year next preceding the 1st day of January last, \$2,336.84, which stands under the head of exchange, and which embraces our profits on all collections for other banks and individuals, premiums on drafts sold, and occasionally other items have been entered under this head.

9th and 10th, I have no data by which I can answer either of these interrogatories. Our books do not furnish the means of ascertaining.

11th, We have occasionally discounted paper, being advised by the applicant that he intended to apply the avails to the procurement of a draft to pay his paper previously discounted by this bank for his use and benefit. We have in no case within my knowledge and recollection, required the avails of any discounted note to be so applied.

12th, We have generally remitted all paper discounted by this bank, payable at distant points, to the place where such paper was payable. In a few cases only, have we neglected or omitted to do so.

13th and 14th, In a few instances only within my knowledge and recollection, probably not in a dozen cases, has premium or other charges been required or received on paper payable at foreign points and not remitted to the place of payment, while on the other hand, no charges beyond the face of the paper has been made, required or received on notes so payable, and not remitted.

This deponent was absent from the bank from the early part of June last, until about the middle of August, during which period the

practice of taking small joint and several notes payable in Albany and New-York, was adopted by the late cashier of the bank. After my return, and near the time the first of those notes were maturing, I observed a small bundle in his desk which had been held beyond the usual time for remitting foreign bills. Upon calling his attention to the subject, it was remarked that the amount was very small, and that they would probably not be paid at the places designated for payment, therefore it was deemed best not to incur the charge of postage and protest, that no injury could arise to the drawer, &c., at which time I expressed doubts as to the propriety and expediency of the practice, and have sometime since, expressly forbidden and prohibited the continuance of such practices.

15th, Cases very seldom occurred within my knowledge and recollection prior to the first day of January, 1834, where this bank discounted paper, and sold a draft for the payment of a previously discounted note or draft, which was payable at either place mentioned in the foregoing interrogatories.

16th, But very little paper payable at Albany or New-York has been discounted by this bank since the first day of September last.

17th, The Bank Commissioners, to me, and in my presence, have spoken of the practices alluded to, as improper, and inexpedient. I did not understand them as intending to apply their remarks directly to this institution, or its officers; but supposed they were general, and intended to apply directly to other, and older institutions. I was absent at the last visit and examination of Mr. Stebbins, at this bank. General Eaton, at his last visit and examination with us, I think in the month of November last, spoke of these practices with apparent feeling and anxiety. I informed him that we had, in some instances, discounted paper, and sold drafts to pay notes previously discounted, and pointed out the causes which led to the necessity of such discounts. He advised against the practice, as inexpedient, if not improper. Since which time I have not, according to my recollection, asked or required paper to be made payable in the cities, except in cases where it was believed the person applying would, in the ordinary course of his business, have funds at the place of payment, and where it was designed and understood that the paper should be paid up at maturity.

18th, I have not, directly or indirectly, nor have I in the course of my life indulged in the practices alluded to, though opportunities have been abundant.

19th, We discounted at this institution, during the ninety days next preceding the first day of January last, 695 foreign and domestic bills, amounting in the aggregate to \$231,657.61, of which 39 only, were payable at Albany, New-York, Catskill, &c., the aggregate amount of which is \$28,917.03, which is believed to be less than the amount of legitimate commercial paper usually discounted during the same period.

20th, This bank has no agent, or agents, nor has it at any time had such agents as is referred to in this interrogatory.

21st, The officers of this bank have not in a single instance, within my knowledge and recollection, refused to receive the notes of the bank on deposits, or in payment of debts due thereto. The general policy and practice has been to require prompt payments of our customers, and when the applicants have requested the privilege of renewing their notes, they have been informed generally, that their paper must be paid at maturity; this being done in the bills of other banks, we would, if discounting at the time, accommodate them again. This practice has induced our customers to pay in bills of other banks when they could do so, especially when they desired a continuance of the accommodation. The object of this policy and the necessity of its practice, in a community like ours, must be apparent to all, as the only means by which a fair circulation can be sustained.

22d, No case of this kind has occurred to my knowledge.

23d, No loans of this kind have been made by discounts, or otherwise, to any person or persons whatever, to my knowledge; on the other hand, applications have frequently been made for loans for the purpose of brokerage, (not by officers, or persons interested in this bank,) which have been rejected, when the bank possessed the ability and was discounting.

24th, No broker, or other person has been employed in New-York or elsewhere by this bank, except as will appear by copies of correspondence hereunto annexed, which forms the basis of the only contract we have at any time entered into; the object of which was, to establish a uniform value to our bills in the city of New-York, and protect the holders thereof from loss, by reason of the panic which prevailed at the time in that city, to provide for the regular disposition of our foreign uncurrent paper, and to raise funds to enable the institution the better to sustain its customers, as will appear by the correspondence.

25th, This bank has not by any of its officers to my knowledge, in any case, proposed or required any such conditions as those expressed in the 25th interrogatory.

26th, The officers of this bank have not at any time, by any means or practices whatever, adopted or pursued a course of business with an intention on my part, or on the part of any officer of the institution, within my knowledge or belief, to exact or receive more than legal rates of interest upon discounted paper or otherwise, except the instances referred to in my answer to the 13th and 14th interrogatories, may be construed into such intention on the part of the late cashier; individually, I have at all times designed and intended in the discharge of my duties as an officer of this bank, to keep within the letter, spirit and meaning of the charter, and of the statutes regulating banking institutions. I understood, at or about the time of the commencement of my official relations with this bank, from general report and otherwise, that the banks generally had long been in the habit of discounting bills payable at Albany and New-York, and of discounting and selling drafts to pay such paper when circumstances required it, and I was informed from a highly respectable source, that this practice had

been the subject of legal investigation, and was sanctioned by the advice of gentlemen pre-eminent in their profession. I have been aware that this practice was liable to abuse, and I have intended at all times to avoid the exercise of it beyond what was equitable and just, considering the delinquency of the individual and the injurious effects of such delinquencies upon the institution, never intending to require from any one more than would be equivalent to prompt business paper at our counter. At the commencement of the general pressure and panic, say on the 1st day of January, 1834, our discount line stood at \$342,695 00. The aggregate amount of discounted bills maturing that month was \$112,857.08, the principal part of which was to have been paid at maturity; if our customers had complied with their contracts promptly, from the first to the last days of that month, this institution would have been beyond the reach of pressure. So far from a punctual compliance on the part of the customers, scarcely an individual did or could meet his paper, while we were obliged in many instances to make farther discounts to sustain individuals, commercial and lumbering establishments. The consequence of which was to subject the institution to heavy exactions in the way of brokerage upon its remittances of uncurrent paper, which we were in the daily habit of receiving at par. I have not now the means of ascertaining the exact amount of brokerage paid by the institution during the period of extreme pressure. I feel quite confident however, that it equalled, if it did not exceed the whole amount of premiums received by the institution on the sale of drafts, to take up paper discounted by it at foreign commercial places during the same period.

Respectfully submitted,

JOHN MAGEE, *Cashier.*

STEBEN COUNTY BANK, }
24th February, 1835. }

Steuben County, ss.—On this 25th day of February, 1835, personally appeared before me, George C. Edwards, a commissioner, &c., John Magee, cashier of the Steuben County Bank, who being duly sworn, deposeth and saith, that the annexed answers to sundry interrogatories, put to him by the committee on banks, &c., of the Assembly, are correct and true to the best of his knowledge and belief.

JOHN MAGEE, *Cashier.*

GEO. C. EDWARDS,
Supreme Court Commissioner.

No. 1.—(Copy.)

LEATHER MANUFACTURERS' BANK. }
New-York, March 3, 1835. }

JOHN MAGEE, Esq.

Dear sir—I offer the following as an arrangement between this bank and the Steuben County Bank, should the latter see fit to embrace it:

We will collect on New-York and Brooklyn, at par; on Philadelphia, the principal towns in New-Jersey, at 3 days; on Baltimore, at 5 days; on Boston and Providence, and the principal towns in Connecticut, at 10 days; on other places, south, east and west, at such rates as we may have to pay for collecting the same.

We will redeem of your agent or broker in this city, your bills, count them, seal them up, charge your account once a week, or oftener if desired, informing the president of the Steuben County Bank, by mail, of every such redemption, or hold the same in our vault, subject to the order of the Steuben County Bank.

We will receive all packages, directed to the cashier of the Leather Manufacturers' Bank, containing current or uncurrent money, and deliver, dispose, or sell the same, as directed.

The Steuben County Bank are to keep a balance in this bank, sufficient to cover the redemption of their notes presented by their agent.

The rates of collection on foreign places, to remain as above mentioned, unless future circumstances make it necessary to alter the same, when due notice will be given.

This bank to pay an interest at the rate of 4½ per cent per annum, for balance due on special account, should the Steuben County Bank see fit to open such account.

This bank to send you, from time to time, such western collections as you may desire, at the same rates as charged by the Albany banks.

We are to discount for you, on the 1st day of April next, \$10,000, and on the 15th of the same month, \$10,000, and on the 1st day of May next, \$10,000, to be appropriated for the redemption of your bills only.

This account to be closed by either party, by giving 60 days notice.

Respectfully yours,

F. W. EDMONDS, *Cashier*.

No. 3.—(Copy.)

LEATHER MANUFACTURERS' BANK, }
March 7, 1834.

JOHN MAGEE, Esq.

-Dear sir—I have received your favor of 5th inst. in which you accede to my proposition relative to an account with us, and I therefore consider it closed.

Respectfully yours,

F. W. EDMONDS, *Cashier*.

No. 2.—(Copy.)

ALBANY, March 5, 1834.

F. W. EDMONDS, Esq. *Cashier*,

Dear sir—I have considered the proposition of the Leather Manufacturers' Bank, made through you, (and addressed to me under date of the 3d inst.,) to keep an account with the Steuben

County Bank. Feeling myself duly authorized, by instructions from the Board of Directors of the Steuben County Bank, to negotiate and close an arrangement, in my judgment beneficial to the interest of that institution, I have determined to accept the terms proposed by you, and hand you herewith, a draft of Thos. W. Olcott, cashier, on the Merchants' Bank, New-York, for \$10-000, at sight, for our credit on *particular account*, which please acknowledge, &c.

I have in progress, a negotiation with Morgan, Ketchum & Co. of your city, for the sale of our uncurrent funds, and the collection of the notes of the Steuben County Bank, falling into the city of New-York. Should an arrangement be completed, of which you will be duly advised, it is expected you will redeem from them, all packages of our notes as they may be presented, at such periods and upon such terms, as may be agreed upon between yourself and those gentlemen, and debit an account with the amount at par value, upon such allowance of time as shall be equitable and just.

Respectfully yours,

JOHN WAGER, *President.*

No. 4.—(*Copy.*)

NEW-YORK, *March 4, 1834.*

JOHN MAGEE, Esq.

Dear sir—In pursuance of your request, we have now to offer you our terms for keeping an account with your bank, and which are as follows, viz.

We will receive all the bills of the New England banks, all on the North River, all in New-Jersey, all in Pennsylvania and Baltimore which are good, that you may wish to send us, giving you credit for the same in a current account, and allowing interest thereon after 22 days, at the rate of 5 per cent per annum, or we will credit them at once at a discount of $\frac{1}{2}$ per cent. We will take up your bills in this city, as far as practicable, and seal and charge them over in the current account at $\frac{1}{2}$ per cent discount as often as a sufficient amount is received, or, if more agreeable, we will seal your bills and hand them over to the Leather Manufacturers' Bank for redemption, as often as a sufficient amount is received, deducting $\frac{1}{2}$ per cent, and will receive from them the uncurrent money above named at $\frac{1}{2}$ per cent, at any time they may desire to deliver it to us. In addition to the above propositions regarding the discount on your bills, we have to propose that we will divide equally all the discounts we may receive on your bills.

In the event of your opening an account with us, we will, if you desire it, deliver the packages of yours, as soon as sealed, to the Leather Manufacturers' Bank for safe keeping.

We should be pleased to receive from you an early reply to the above propositions.

Your obedient servants,

MORGAN, KETCHUM & Co.

No. 5.—(Copy.)

Albany, March 5, 1836.

Messrs. MORGAN, KETCHUM & Co.

Gent.—I have received your proposition, addressed to me under date of 4th inst in reference to opening an account with the Steuben County Bank, and have, upon full consideration, determined that I cannot embrace the terms proposed. The Steuben County Bank is prohibited, by the terms of its charter, from purchasing its own notes less than par value, which presents an insurmountable barrier to the acceptance of your proposition. Presuming we can place the matter upon a footing offering mutual benefits to the parties, out of which, perhaps, may grow relations more permanent and beneficial hereafter, I proceed to submit a proposition intending to embrace your views, as verbally expressed to me.

1. The Steuben County Bank will send you, through her correspondent, the Leather Manufacturers' Bank in the city of New-York, as often as circumstances and opportunity permits, all the bills received by her on the banks in New-England, all on New-Jersey, all on Pennsylvania and Baltimore which are considered solvent, you giving credit for the same at par in a current account, and allowing interest thereon, after the expiration of 22 days, at the rate of 5 per cent per annum, or credit them at once at a discount of 1 per cent, and allowing interest as above, as the Steuben County Bank may from time to time direct.

2. You shall at once fix an established character to the bills of the Steuben County Bank, and take them up in the city of New-York, not exceeding one per cent discount, and deliver them to the Leather Manufacturers' Bank at such periods and upon such terms as may be agreed upon between you and the cashier of that bank, who will pay on the delivery of each package of bills, from whom we will redeem *at par* at stipulated periods.

3. The Steuben County Bank will notify you by mail of each package sent to her corresponding bank, for your use, you to receive the same at the Leather Manufacturers' Bank, and become accountable to us upon delivery to your messenger, and acknowledge the same by mail on the day which such package shall be received by you.

4. You to recognize and honor the drafts of the Leather Manufacturers' Bank, at all times when you may hold a balance in favor of the Steuben County Bank, who will draw upon you only when the character of the account of the bank shall require it.

5. You to notify the Steuben County Bank of any unfavorable changes in the character and value of the notes of either of the banks embraced in the first article, from the receipt of which notice, the Steuben County Bank will cease to receive the notes specified in your notice, you to take all which may be on hand at the receipt of your notice, unless payments shall have been suspended by the bank or banks mentioned by you; in such cases, the loss to fall on the Steuben County Bank.

6. The account to be varied, modified or closed, as future circumstances may, in the judgment of either party, require, upon 30 days' notice being given.

7. It must be understood, that you will take immediate and efficient measures to prevent the bills of the Steuben County Bank going to Albany for redemption, and that in all cases where you have occasion to use country money, you will pay out and give preference to the bills of the Steuben County Bank.

The 5th article has been inserted with a view of avoiding confusion, which might otherwise, and probably would, grow out of two accounts. If the above propositions shall be accepted, you will not have occasion to debit our account, except on the drafts of the cashier of the Leather Manufacturers' Bank, who will draw *only* when it shall be necessary to keep our account good with him. The Mechanics' & Farmers' and State Bank have agreed to refuse our bills from New-York brokers, if this arrangement is carried into effect. Mr. Bartow is now absent. I will see him before I leave, and it is believed he will do the same. This would throw all our bills falling into New-York into your hands; therefore if you pay them out *in all cases*, as you suggested, it would result in leaving a respectable balance in your hands.

Respectfully yours,

JOHN WAGER, *Pres't.*

No. 6.—(*Copy.*)

New-York, March 7, 1835.

JOHN WAGER, Esq.

Dear Sir—Your favor of the 5th inst., containing the terms and stipulations upon which you propose on behalf of the Steuben County Bank, to open an account with us for the disposition of such money as you may find it convenient to place in our hands for the redemption of your bills in this city, has been received and examined by us; and in reply, we have to remark, that the terms are such as we have concluded to accede to; and in compliance with those terms, we shall proceed to receive and make all the necessary arrangements with the other brokers in the city, for the general redemption of all your bills that shall reach this place.

Very respectfully yours,

MORGAN, KETCHUM & Co.

WAYNE COUNTY BANK.

WAYNE COUNTY BANK, }
February 4, 1835. }

The answers of Joseph S. Fenton, cashier of the Wayne County Bank, to the several interrogatories received from the Honorable John Wilkinson, chairman of the committee on the incorporation and alteration of the charters of banking and insurance companies, adopted 27th of January, 1835. by the Assembly, under a resolution of the House, accompanying the said interrogatories, under the oath of the said Joseph S. Fenton, duly certified, to wit:

To interrogatory 1st, my answer is, That the bank, in some

cases, has required, and in others, encouraged or recommended persons applying for discounts, to make their paper payable in Albany or New-York, but without confining them to a particular bank in either place.

2d, I have no recollection of this bank having so done in any instance.

3d, I am unable to specify particular cases, but from general recollection, I presume, cases have occurred where, from our knowledge of the business habits of the customers, we had reason to believe that he would not have funds to meet his paper, when due, at the place of payment.

4th, The bank has discounted paper payable as named in the interrogatory, and we undoubtedly have been apprised, at the time of discount, that the person or persons obtaining the discount or discounts might wish to buy a draft of us, with which to meet the paper at maturity; but in no case has there been any stipulation for such purpose.

5th, No.

6th, Yes; but in cases only when the note or draft to be met was payable below, and had been sent to the place of payment.

7th, Yes.

8th, \$2,514.99.

9th, As near as we can ascertain, about 20 per cent.

10th, 31, as near as I can now ascertain.

11th, It has; but in no case has it been done for the purpose of enabling us to sell drafts at a premium; in other words, it has not been the motive with us for the original discount, and we connect this answer with our answer to interrogatory No. 4, and to be considered together.

12th, It has in all cases but two, which were omitted by mistake, being overlooked by the book-keeper.

13th and 14th, No.

15th, In connection with the answer to interrogatory No. 1, and in addition thereto, that we have never pursued the practice referred to in this interrogatory, as a business; but occasionally, during three or four years, in few instances, we have required our customers to make their paper payable in Albany or New-York, during which time we have sold drafts at a premium, to meet a portion of such paper. We further answer, that most of our paper payable at Albany or New-York, has been so made by our customers, without previous intimation from us that we wished it so made, and at maturity, such paper has been promptly met by them, without the sale of drafts by us for that purpose.

16th, Referring to my answer to the last interrogatory, as qualifying my answer to this, that the practice thus spoken of has entirely ceased since December last.

17th, I have been advised that such business as is referred to in this interrogatory, was improper, and should be discontinued

18th, I have not.

19th, Fifty-six.

20th, It has no such agencies as are contemplated by this inter-

rogatory. But in the year 1832 it had an agent living at a distance, upon whom it relied to recommend paper for discount, and to whom we gave liberty to receive such compensation as the customers were pleased to make him for his trouble and expense in forwarding their exchanges to the bank; but we are not advised that such agent received the slightest remuneration in any case whatever.

21st, It is not our practice to require payments, by our customers, of their notes, in bills of other banks, but in cases of renewal of paper we have required exchange to be made, and with a view to our circulation.

22d, As to so much of the interrogatory as refers to discounts, subsequently, of paper previously refused, we presume such cases have happened, although none can now be called to mind. As to the residue of the interrogatory, except the following, "or any other paper presented at your bank for discount," we know of no case, and believe none has existed; and in answer to so much of the interrogatory as is embraced in the above exception, there have been some few instances of the discount of small notes, on which it is believed that an officer of the bank has been paid for his endorsement or brokerage of the paper.

23d, No such loans has ever been made by this institution.

24th, No.

25th, No business has been done by this bank, contemplated by this interrogatory.

26th, That this institution has never adopted a course of business, or pursued the practices referred to in the foregoing interrogatories, or any other, with the intent to obtain or receive on discounted paper, more than the legal rate of interest.

JOSEPH S. FENTON.

STATE OF NEW-YORK, }
County of Wayne. } ss.

Joseph S. Fenton, being duly sworn, doth depose and say, that he is cashier of the Wayne County Bank, at Palmyra, and that the foregoing answers to the said several and respective interrogatories are true, to the best of his knowledge, information and belief, and further saith not.

J. S. FENTON.

Subscribed and sworn before me, this }
5th day of February, 1835. }

FREDERICK SMITH,

Supreme Court Commissioner.

ONTARIO BANK.

The answers of Henry B. Gibson, cashier of the Ontario Bank, to the several interrogatories propounded to him by "the committee of the House of Assembly of the State of New-York, on the incorporation and alteration of the charters of banking and insurance companies" under the resolution adopted upon that subject by the Assembly, January 27, 1835.

[Assem. No. 229.]

To the 1st interrogatory. This bank has in some instances, encouraged those applying for discounts to make their paper payable in New-York or Albany, by offering to discount such paper on longer time than we discount paper payable at our own counter. On those cities we sell drafts at a premium.

2d, Yes, in some instances, this bank has so refused to make discounts, unless the paper offered, was made payable at New-York or Albany.

3d, This bank has discounted paper payable in New-York or Albany, having reason to believe, that the person properly liable for the payment of such paper would have to remit funds to meet its payment when at maturity.

4th, This bank has discounted paper payable at Albany or New-York, having some reason to believe, that the person obtaining the discount would previously to, or at the maturity of such paper, purchase of this bank a draft to be used in its payment; but we did not know that he would so purchase a draft, as he was under no obligation or agreement to do so.

5th, No; this bank has never discounted such paper under any such agreement or understanding.

6th, Yes; we have had gentlemen present notes and drafts to us for discount, and remark at the time, that they wished to purchase of us a draft on the city, payable at sight, for the purpose of remitting funds to pay a note previously discounted by this bank.

7th, Yes; we have sold drafts which we had reason to believe, would be used for such purpose.

8th, The amount is \$5,614.57.

9th, We do not know the proportion, and have no means of ascertaining it, as our merchants and large dealers in flour, wheat, ashes, pork, &c., and men engaged in the forwarding business, give us a great amount of paper in drafts and notes payable in Albany and New-York, and purchase in the course of the year a large amount in our drafts at sight, on banks in those cities, without advising us of the object for which they were purchased.

10th, We do not know, and have no means of ascertaining, for the reason that we sell drafts to our customers and others, who in many instances, do not inform us of the use to which they are to be appropriated.

11th, Applications have been made to this bank for the discount of notes and drafts, and the person offering them has at the time stated, that he wished to purchase a draft to remit to New-York or Albany, to pay discounted paper.

12th, This bank has omitted to remit, comparatively, a very small amount of discounted paper to the place of payment; we were, however, under no obligation or agreement, to retain such paper in this bank.

13th, In some instances, we have received our usual rate of exchange, and in others, we have received only the face of the note.

14th, This bank has not, in any case, where the paper discounted has not been sent to the place of payment, required or received, the payment of any charges for protest, postage or other disburse-

ments, as connected with, or accruing upon, such discounted paper.

15th, This bank has for a long series of years, required some of its customers, who have obtained from it large sums of money for the purchase of produce, &c., to draw their drafts and notes, payable in New-York or Albany, being the places to which they intended to send such produce for sale; and have occasionally during the same time, sold to such customers and others, whose paper it had discounted, payable in those cities, drafts at sight, on the city banks for the purpose of taking up a small portion of said papers.

16th, Since the receipt of the last annual message of the Governor of the State this Bank has not required any of its customers to make their paper payable in N. York or Albany, and has in many instances declined discounting for them such paper when offered; but has accommodated them with the amount of money they desired, by discounting their notes payable at its own counter. We have adopted this course not that we think we have done any thing illegal or that is morally wrong, but out of respect to the Governor's opinion, and to come partially to a stand as to the discounting city paper until we receive the advice or direction of the Legislature, relative to the future discount operations of the Safety Fund banks.

17th, We have been so admonished by the Bank Commissioners; but we deny having required paper offered to us for discount to be made payable at a distant place, for the purpose of enabling the Bank to sell a draft to take up such paper. The law officers of this bank are fully acquainted with our discount operations and our selling of drafts, and have been frequently consulted on the subject of our discounted paper, remitted to the cities for collection, and have always assured us that they could see nothing illegal in the transaction.

18th, I have never used the funds of this bank, or procured money from it for my private benefit in purchasing paper at a discount.

19th, The number of notes and drafts this bank has discounted within ninety days next preceding the 1st of January, 1835, payable at Albany or New-York, is two hundred and nineteen, of which not to exceed thirty were required by the bank to be made payable at those places. During the panic and pressure in the money market last winter, we deemed it advisable to require some of our customers to make their paper payable in Albany or New-York, at from three to four months from date; persons in the country have in consequence acquired a habit of sending to us for discount their notes payable in those cities at four months from date, without our requiring them to make their paper payable at those places.

20th, No, this bank has no agent for any of the purposes mentioned in this interrogatory, nor has it ever appointed an agent with any such understanding.

21st, No, this bank is not in the practice, directly or indirectly, of requiring those who obtain discounts from it to make payment in notes of banks other than its own.

22d, 23d and 24th, No, not in a single instance.

25th, No, not a single transaction of the kind has been made by or with this bank.

26th, No, this bank has not adopted a course of business with a view of receiving more than the legal rate on paper discounted by it.

Ontario County, ss.—The above named Henry B. Gibson, being duly sworn, deposeth and saith, that the foregoing several answers to the interrogatories above referred to, are true according to the best of this deponent's knowledge and belief.

H. B. GIBSON, *Cashier.*

Sworn this 3d day of February, }
1835, before me. }

OLIVER PHELPS,

First Judge of Ontario County.

UTICA BRANCH BANK.

BANK OF UTICA, }
February 7th, 1835. }

Sir—I annex my answers (as a late officer of the Utica Branch Bank at Canandaigua,) to the several interrogatories proposed by the committee on the incorporation and alteration of the charters of banking and insurance companies.

I have numbered the answers to correspond with the numbers of the interrogatories.

I have the honor to be,

Very respectfully,

Your most ob't servant,

W. B. WELLES.

*Late Cashier of the Utica Branch
Bank at Canandaigua.*

To JOHN WILKINSON, Esq. *Chairman, &c.*

UTICA BRANCH BANK.

Answer to 1st interrogatory, The Utica Branch Bank has "encouraged" persons applying for discounts, to make paper payable in Albany, Troy, New-York and Boston, particularly when the money borrowed was intended to be used in the purchase of country produce, to be sent to the eastern cities for sale. The reason for so doing has been, that it was desirable to accumulate funds in Albany or New-York, upon which the bank could draw in redemption of its notes, when returned for that purpose. Of funds so accumulated, a large proportion I should estimate, at least 90 per cent, has been drawn for in favor of the holders of the notes of the bank, *without charge* for premium or difference of exchange. The holders of the notes of the bank, constantly preferring such drafts to specie payments. It has not been customary to require farmers or ordinary borrowers, other than produce purchasers, to make their paper thus payable in the eastern cities, or at any other place than the counter of the bank.

2d, At certain seasons of the year, the bank has usually had more paper offered to it for discount, than it could safely take; in such cases it has been customary to give a preference to the paper of such of the millers, distillers, drovers and others, as could make it payable in the eastern cities, and meet it there from the avails of their property sold, without inconvenience.

3d, I am not aware of any discounts by this bank of the character specified in interrogatory No. 3.

4th, I have no recollection of any transaction of the character specified in interrogatory No. 4.

5th, I have no recollection of such conditions as are specified in interrogatory No. 5, having been made by the bank.

6th, This bank has sometimes discounted drafts of the millers and other purchasers of country produce, on commission houses in the cities, and has sold drafts which it *may have believed* would be applied to the payment of notes previously discounted by the bank, but without any certain evidence of the fact. Whenever this has been done, it has been at the special instance and request of the person applying, and not upon the suggestion of the bank itself. The practice has been adopted in such cases to pay the money in notes of this bank, to the person applying for the discount, leaving it at his option, to remit to the cities,—to require specie from the bank for the notes paid him—or with them to purchase drafts from this or any other bank or individual, as he may elect, no condition being imposed upon him by the bank.

7th, It has been customary to sell drafts on Albany and New-York, at the established rates of exchange, to any person applying for the same, and offering the money in payment, without inquiring as to the destination of the drafts thus sold. If such drafts have been used to pay paper previously discounted by the bank, the only evidence of the fact exists in the circumstance that such paper *was paid after the sale of such drafts*.

8th, It is not in my power to state the amount of premium received for drafts sold within the last year. I can only state that, deducting the premiums charged to the eastern banks, and merchants for drafts remitted to them for avails of collections made for them by this bank, at Canandaigua and various other places, the sum so received is but inconsiderable.

9th, I have no means of ascertaining the facts to enable me to reply to the inquiry.

10th, The instances have been rare; I am unable to state the number.

11th, The answer to interrogatory No. 6 is a reply to this inquiry, as far as I can reply to it.

12th, It is the invariable practice of this bank to send to the place of payment, immediately after it is discounted, all paper that it may take payable at other places than in the village where this bank is located.

13th and 14th, No.

15th, It has been customary for this bank to discount paper payable in the cities of Albany and New-York, when requested to

do so, ever since it first commenced operations. It has also been customary for it to sell exchange on Albany and New-York, whenever applied to, but it has never intended to discount such paper, except in the full confidence and assurance that it would be paid by the drawer, or other principal party to such paper, at maturity, from his own resources: it is never intended by the bank that there shall be any connexion between the two transactions.

16th, This is replied to in the answer to No. 15.

17th, The Utica Branch Bank not having been in the habit of "requiring paper payable at distant places, *for the purpose* of enabling the bank to sell a draft to take up such paper," I have no recollection of having asked or received advice or admonition upon this subject, as an officer of that bank, unless an expression of opinion by the Bank Commissioners, in a casual conversation is to be thus construed.

18th, I am not in the habit of borrowing money from the bank of which I am an officer, nor of taking usury.

19th, It is not in my power to reply to this inquiry; no special record of such paper is kept by this bank.

20th, No.

21st, This bank is in the habit of *requesting* borrowers to make payment in the notes of other banks or specie, although its own notes are never refused if offered in payment; the "*raison*" is that this bank is desirous to have its *own notes continue in circulation* as long as they may do so.

22d, I am not aware of any such transaction.

23d, I am not aware of any such loan or discount.

24th, It has not.

25th, It is the custom of this bank to pay the avails of notes discounted in the notes only of this bank; unless the money so paid is to go directly into some other bank, in which case the notes of the other Safety Fund banks, or others in this State in good credit, and which *are received at par by this bank*, are sometimes paid out.

26th, This bank has never intended to take, on paper discounted by it, a higher rate of interest than that established by law.

W. B. WELLES, *Late Cashier*

Utica Branch Bank, Canandaigua.

STATE OF NEW-YORK, }
 Oneida County, } ss.

William B. Welles, late cashier of the Utica Branch Bank at Canandaigua, being duly sworn, deposes and says, that the facts stated in the foregoing answers are true, to the best of his information, knowledge and belief; and further saith not.

W. B. WELLES.

Subscribed and sworn this 7th day }
 of February, 1835, before me, }

JNO. G. FLOYD,
Supreme Court Commissioner.

LIVINGSTON COUNTY BANK.

I, Allen Ayrault, president of the Livingston County Bank, having received and duly considered the several interrogatories sent to me by the honorable John Wilkinson, chairman of the committee of the House of Assembly of this state, relative to banks and insurance companies, make the following statements in answer thereto, in behalf of the institution with which I am connected.

To the 1st interrogatory, We have been in the practice of giving a preference to paper payable at New-York or Albany, when our customers have applied for discounts, and particularly in times of pressure. In no other sense, have we encouraged, recommended, required, or compelled our customers to offer such paper. We sell drafts on Albany and New-York.

2d, We have in some instances refused to discount paper payable at our own counter, when we should have discounted it, if it had been made payable in New-York or Albany. But in such cases, we have generally advised the applicant to apply elsewhere, or so to arrange their affairs as to obviate the necessity of such discounts; at other times, when our customers from a distance have presented two notes, one payable at our counter, and the other in those cities, wishing but one discounted, and willing we should do either, we have taken the one payable at our counter, and we have at all times discounted more or less notes payable at our counter, rejecting those payable at Albany or New-York.

3d, We have discounted paper payable at New-York and Albany, when we did not expect that the person, liable therefor, would have funds at the place of payment, unless remitted from the country; but we have always given a preference to those whose funds were expected, in the ordinary course of business, to accumulate at the place of payment.

4th, We have discounted paper payable at New-York and Albany, thinking that the persons obtaining such discounts might previous to, or at the maturity of the paper, purchase of this bank drafts to be used in the payment of the paper so discounted; but we have had no expectation or belief, that such persons would purchase drafts at this institution, except what may have arisen from the fact, that others, or themselves, had previously done so in like cases.

5th, No such understanding, arrangement, or agreement has in any case existed.

6th, Yes; at the same time we state, that as a matter of choice, we should in many instances have preferred to have received the money upon the original notes at their place of payment.

7th, We have.

8th, The precise amount received by the bank for drafts sold, during the last year cannot be ascertained with certainty, inasmuch as our exchange account is interwoven with the whole account for profit and loss: but as nearly as we can ascertain from the examination which we have been able to make, the aggregate amount is \$5,936.18. The premium accruing to this bank from

the difference in exchange during the year 1834, was much greater than it had been any year previous, from the fact, that during the pressure and panic, that existed last winter and spring, our paper became much more of the class payable at New-York and Albany; for by holding such paper we felt strong to push our energies and abilities, to the greatest extent, for the accommodation of our customers; and we now reflect with pleasure, on the result of the relief we were thus enabled to afford. We had the assurance that by such means, we could go into the money market at Albany and New-York and raise money at some rate, and we did not regard paying a much higher rate of interest, than our customers could be possibly subjected to, if we could by that means afford the required relief; whereas if our paper had been payable at home, it would not have furnished us with the certain means for such a financial operation.

9th, We cannot ascertain the proportion. Our location is such that we afford the means of remittance for a large district of country, of funds payable in the eastern cities; and several of our discount customers are engaged in avocations requiring the remittance of large sums of money, who for this purpose, purchase drafts, irrespective of their discount operations, to a large amount, and provide for their paper as best suits their own convenience.

10th, We cannot tell. The reasons contained in the preceding answer, are equally applicable to this.

11th, Persons have applied to the bank for discounts, stating at the time, that if accommodated, they would purchase drafts to be remitted to Albany or New-York, for the purpose of paying discounted paper. Such discounts have sometimes been obtained; at other times the application has been refused. When obtained, the person obtaining has had the money or draft, at his election, and the money has in some instances been accepted, to the great accommodation of the bank; but, we have never courted or favored the kind of business referred to by this interrogatory.

12th, Of late, we have remitted to Albany and New-York all paper payable at those places. But there was a time when some was omitted, although the intention had been, and the practice was, to remit all such paper to the place of payment before maturity, and never did we agree to retain it.

13th, It was formerly customary, but not always practised, to receive the ordinary rate of exchange on paper of this description, but at a subsequent period, all such notes, when not remitted, have been cancelled on the reception of no greater sum than that for which they were drawn.

14th, This bank has received, although not lately, a very small amount arising from the first two items only, referred to by this interrogatory; but we deny that our object in doing this has been unlawfully to enhance our profits, or that any part of it has been received as a condition of bank accommodation. In order to accommodate our customers, we have, when requested, written the necessary letters for them to sign, and enclose the remittance for the payment of their notes; and frequently, at their request,

we have acted as their agent in remitting funds to Albany and New-York for other purposes as well as to pay notes discounted; and as such, we have been in the habit of receiving the necessary disbursements. Hence has arisen the necessity, in order to avoid the appearance or charge of partiality in some instances, even where the paper has not been sent to the place of payment, to receive the items above referred to. These occurrences crept into our business imperceptibly, from the consideration that the retention of the paper could not add to the expense of the makers, but upon further reflection, we promptly and explicitly prohibited the further receipt of such items. Customers for whom we have rendered these and other services, have frequently urged upon us the reception of a compensation, but we have, in all cases, absolutely and peremptorily refused the offer; and in some instances, when our customers' notes have been protested, and there seemed to be an intention, on the part of the maker, to meet his paper seasonably, the bank has paid the charges without an equivalent.

15th, Since our organization in the autumn of 1830, we have been in the practice of giving a preference to millers, produce dealers and drovers, because, in the ordinary course of their business, they offered us notes payable at New-York and Albany, where the products of their business were to be converted into money. This fact coming to the knowledge of other customers, led them into the habit of offering us the same kind of paper, sometimes with the assurance that it was designed for a similar purpose, and sometimes without an explanation, and which subsequent transactions have shown were intended to be met at maturity, by remitting funds from the country. And we have continued the practice of discounting more or less of the paper of customers (preferring that of produce dealers,) payable at one or the other of those places, and also of selling drafts, when requested, for any purpose whatever; but all drafts so purchased by our customers have been left at their entire disposal.

16th, About the 1st of August, now last, we came to the full determination to desist from the practice of discounting paper payable at Albany and New-York for customers, whose business transactions did not promise an accumulation of funds at the place of payment prior to maturity, since which time, it has been our practice, generally, to reject that class of paper, and to accommodate our customers with money on paper payable at our own counter.

17th, About the first of August last, we received a visit from two of the Bank Commissioners, who then, for the first time, (as we now recollect,) so admonished us; and although we deny that we have ever required paper to be made payable at Albany or New-York, with any understanding that we should sell a draft to take up such paper, we came to the determination to follow their advice, and we then assured Messrs. Stebbins and Eaton that this was our determination, since which time we have desisted, as expressed in the next preceding answer.

18th, No, never.

19th, Ninety-eight notes and drafts, payable at New-York and
[Assem. No. 229.]

Albany, were discounted by us within the ninety days next preceding the 1st January, 1835, all of which were remitted for re-discount or collection previous to 1st January. The whole number of notes and drafts discounted by us within the same period, is 519. It is believed, that about the same proportion of our discounts will hereafter be necessarily held by us, payable at New-York and Albany, in anticipation of the funds of a portion of our customers collecting in those places.

20th, This bank has no agent, nor has it ever had one, for any of the purposes mentioned in this interrogatory.

21st, We have never been in the practice, either directly or indirectly, of requiring those who obtain discounts from the bank to make their payments in notes of banks other than our own. But we have been in the practice of receiving as well our own bills as the bills of other country banks generally, in payment of notes discounted by us. Yet we often request our customers to assist us in keeping our own bills in circulation, by making their payments to us as far as convenient in the bills of other banks; but we never make this a condition of any of our discounts.

22d, 23d, 24th and 25, No, never.

26th, We are not aware that the bank has adopted any course of business with the intention on the part of its officers, or any of them, of receiving upon paper discounted by it, more than was by law allowed. We have supposed the bank authorized to make discounts upon paper payable at places other than at its own counter, and to sell drafts for the accommodation of the community to any amount.

Having now answered the several interrogatories submitted to me, I would further state that the officers of this bank have not in a single instance, either directly or indirectly, participated in the profits of any paper received or held by the bank; nor have they used the funds or credit of the bank at the expense of any individual for their private benefit. But on the contrary, such has been our views of the morality and justness of the transactions above referred to, and of the motives in which they originated, that several extensive mercantile establishments, in which the cashier, as well as myself are deeply interested, requiring at times a large amount of bank accommodation, have been subjected to all the regulations of the bank both as to the discounting of notes payable at Albany and New-York, and as to all the expenses connected with remittances. These establishments have in truth been more frequently subjected to such regulations than have any other customers of the bank. But on reviewing the matter in pursuance of the advice of the Bank Commissioners, it was with pleasure that we came to the conclusion of abandoning some of these regulations; and I may add, that the more I have since thought of the subject, the more I have been convinced of their liability and tendency to abuse.

All which is respectfully submitted.

ALLEN AYRAULT, *President.*

LIVINGSTON COUNTY, }
State of New-York, } ss.

Be it remembered, that on this ninth day of February, A. D. 1835, before me, Calvin H. Bryan, a commissioner of the supreme court, residing in said county, comes Allen Ayrault, president of the Livingston County Bank, who, being duly sworn, deposeth and saith, that the preceding statements and explanations by him subscribed, purporting to be in answer to certain interrogatories therein referred to, are true, according to the best of his knowledge, information and belief.

C. H. BRYAN,
Supreme Court Commissioner.

William H. Stanley, being duly sworn, says, that he is the cashier of the Livingston County Bank; that he is not now, and has not been since 1831, a stockholder in said bank; that he is in no way interested in the direction or profits of said institution; that he has examined the preceding statement signed by Allen Ayrault, in answer to the interrogatories therein referred to, and that so far as the facts therein stated, have come to the knowledge of this deponent, they are true, according to the best of his recollection and belief.

WM. H. STANLEY.

Subscribed and sworn this 9th day }
 of February, 1835, before me. }

C. H. BRYAN,
Sup. Court Commissioner.

Jonathan E. Robinson, being duly sworn, says, that he is book-keeper in the Livingston County Bank; that he is in no way interested in the profits of said bank; that he has examined the preceding statement signed by Allen Ayrault, in answer to the interrogatories therein referred to, and that the facts therein stated, so far as the knowledge of this deponent extends, are true, according to the best of his recollection and belief.

J. EDWD. ROBINSON.

Subscribed and sworn this 9th day of }
 February, 1835, before me. }

C. H. BRYAN,
Sup. Court Commissioner.

BANK OF MONROE.

BANK OF MONROE, }
Rochester, Feb. 16, 1835. }

Dear sir—I now enclose you my answers to the interrogatories sent me a few days since. I am, very respectfully, sir,

Your most obedient servant,

A. M. SCHERMERHORN, *President.*

To JOHN WILKINSON, Esq. Chairman, &c.

To JOHN WILKINSON, Esq, *Chairman, &c.*

Sir—The following are my answers to the interrogatories addressed to me as president of the Bank of Monroe, in your circular letter of the 27th January last,

I am, very respectfully,

Your most obedient servant,

A. M. SCHERMERHORN, *President.*

BANK OF MONROE, }
Feb. 16, 1835. }

To the 1st interrogatory, That the Bank of Monroe has sometimes declined discounting paper, made payable at its own office, and has at the same time observed to the applicants, that the situation of the bank required paper payable at Albany, Troy or New-York, and if such paper was offered, it might be discounted.

2d, That the same is answered in the affirmative, in the answer to the 1st interrogatory.

3d, That the said bank has discounted paper payable in Albany and New-York, having reason to believe, that the person properly liable for the payment of such paper, would not have funds at its maturity, at the place of payment, unless funds were transmitted for that purpose.

4th, That the said bank has discounted paper payable at Albany or New-York, this deponent supposing that the person obtaining the discount, would, previous the maturity of the paper, purchase a draft to be used in payment of such paper, and that he would probably purchase such draft of the said bank, unless he could procure it cheaper or more conveniently elsewhere.

5th, No.

6th, Yes. It is not unusual for the customers of the said bank, to inform this deponent of the use they propose to make of the proceeds of paper discounted, and in some instances, individuals have stated to this deponent, that the discount was wanted to enable them to pay in whole or in part, by the purchase of a draft, a note or draft previously discounted by the said bank.

7th, Yes.

8th, That the amount of premiums received by this bank, during the last year, for drafts sold, was \$7,353.53.

9th, That as nearly as this deponent can ascertain, from the examination of the books of the said bank, made by the cashier and clerks, the drafts sold, which have been applied as payment upon debts, notes or drafts due to the said bank, is less than one-fourth of the whole amount of drafts sold.

10th, That he cannot tell with precision, and it is presumed that the answer to the 9th interrogatory, contains all the information that is desired.

11th, Yes.

12th, That, although the said bank has generally remitted to the place of payment, the paper discounted by it, still it has not done so in every instance.

13th, Yes.

14th, That he does not know of any instance in which any such charge or charges have been made, required or received.

15th, That more or less, depending on circumstances, the business alluded to in this interrogatory, has always been pursued by this institution. This deponent is not aware, and never has been, that in doing this business, he has violated any legal enactment, and he feels entire confidence, that he has not violated any moral obligation.

16th, That this bank has not yet wholly discontinued this business, being himself perfectly satisfied; and also, so advised by counsel, that there is nothing illegal or improper in this or any of the business operations of this institution. This bank has, however, for several months past, been gradually withholding discounting paper payable in the cities, when it was thought probable that the borrower might have to purchase a draft of this or some other bank to pay said paper at its maturity.

17th, That he has been so advised by the Bank Commissioners.

18th, That he has not used the funds of this bank for the purpose of purchasing paper at a discount beyond the legal rate, for his private benefit; but he has procured, occasionally, temporary discounts for small amounts from the bank, as other customers have, in the ordinary course of business, and may, and probably has (although he does not now recollect the instance) in some few instances, with the funds or part of them so raised, purchased paper at a discount, greater than at the rate of seven per cent, and has almost in every instance borrowed money abroad when he wanted to use it for any purpose.

19th, The number is two hundred and forty-eight.

20th, No.

21st, That the said bank has not required it; but it is generally understood by their customers that they prefer the paper of other banks, and wish to retain their own bills in circulation. The reason is obvious.

22d, That paper has been presented at the said bank for discount and refused, and the same has been subsequently discounted; other names having been added or satisfactory information received as regards the responsibility of the names on the paper presented for the discount. But this deponent denies that to his knowledge any officer of said bank has participated with any person, directly or indirectly, in the profits of the endorsement or brokerage of any such paper or any other paper presented at the said bank for discount.

23d, That no such loans have been made.

24th, No.

25th, That he does not recollect an instance of any such discount. The said bank does not ordinarily receive in payment or deposit bills of other banks below par at this place. The said bank has however sometimes received, as a matter of convenience to a customer, a few dollars of the banks of Ohio, Michigan or Canada, and has in a few instances paid out the same on discounts to persons going to, or having payments to make at those places, when they de-

sired or preferred such notes. The amount of paper below par received at this bank is not supposed to have exceeded one thousand dollars a year.

26th, That the said bank has not adopted a course of doing business, with the intention on the part of its officers, of procuring more than the legal rate of interest on paper discounted.

STATE OF NEW-YORK, } ss.
 Monroe County, }

Abraham M. Schermerhorn, President of the Bank of Monroe, being duly sworn, deposeth and saith, that the foregoing answers to the several interrogatories, transmitted to him by the chairman of the bank committee of the Assembly of the State of New-York, are in all respects correct and true, to the best of his knowledge and belief, and further saith not.

A. M. SCHERMERHORN.

Sworn this 26th day of February, 1835, before me, }

G. H. MUMFORD,

Commissioner of Deeds.

BANK OF ORLEANS.

Gustavus Clark, President of the Bank of Orleans, gives the following answers to the interrogatories, transmitted to him by the chairman of the committee on the incorporation and alteration of the charters of banking and insurance companies:

To the 1st interrogatory, Has sometimes encouraged or recommended that certain notes to be offered for discount might be made payable at such places, but has never compelled or required it to be done.

2d, Have sometimes discounted notes payable at New-York and Albany, that would not have been discounted, if made payable here.

3d, Always expected such person or persons would provide the necessary funds.

4th, Have discounted notes payable at New-York and Albany, having some reason to believe that the person obtaining the discount would provide for the payment of such note by remitting a draft on New-York or Albany.

5th, No.

6th and 7th, It has.

8th, \$539.50.

9th, \$36.

10th, In five instances.

11th, In some instances the officers of the bank may have had some reason to believe that the person obtaining the discount, by consulting his own convenience, would purchase such draft from this institution.

12th, Yes.

13th, 14th, 15th and 16th, No such case.

17th and 18th, No.

19th, Thirty-nine.

20th, No.

21st, Have never *required*, but have sometimes *requested* them to do so, for the reason that this bank preferred keeping its own notes in circulation, and receiving the notes of certain other banks, to be used in its exchange with such banks.

22d, Have no knowledge of any such case.

23d, 24th and 25th, No.

26th, No; unless the foregoing answers will warrant such construction.

Gustavus Clark being duly sworn, deposes and says, that the foregoing answers are truly made according to the best of his knowledge and belief.

G. CLARK.

Sworn and subscribed the 5th day }
of February, 1885, before me. }

ALEXIS WARD,

First Judge of Orleans County Courts.

LOCKPORT BANK.

To the 1st interrogatory, A great proportion of the funds of this institution is loaned to men engaged in the lumbering and flouring business, who depend chiefly upon the New-York and Albany markets for the sale of their produce. Consequently much of our business is conducted by drafts on or notes payable at those places. We have never, directly or indirectly, recommended to our customers to make their notes payable at foreign places, when we had any reason to suppose they would have no funds at the place of payment, (without the purchase of a draft) at the maturity of the bill; but on the contrary have always discouraged it, and give them to understand that we preferred having them made payable at our own counter.

2d, We have in cases where we supposed the applicant would have funds at those places to meet them at maturity, and always give our customers to understand that such paper is preferable to any other.

3d, No; we have always refused to discount such paper.

4th, We have not, for the reason that we believed it to be usurious.

5th, Never.

6th, We have done so in cases, when through disappointment the person liable for the payment of the bill failed to have funds at the place payable, and wished for an extension of time, but never *required* a customer to purchase a draft, and when they have done so, they have consulted their own interest, and adopted it as the cheapest and most convenient mode of transmission.

7th, We have always done so when applied to.

8th, \$514.28.

9th, The whole amount of drafts sold, which we supposed to have gone to pay notes due to this bank, is seven thousand nine hundred dollars.

10th, Six; and these were to pay notes which we had every reason to believe would be promptly met at maturity, without the necessity of purchasing drafts.

11th, We have only in such cases as are embraced in our answer to the 8th interrogatory, and it will be seen by reference to answer 10th, that it has but seldom occurred.

12th, Always.

13th, We have never failed to send them to the place of payment.

14th, See answer preceding.

15th, We have never done it, for the reason that we believed it to be usurious.

16th, It has never been practised by us.

17th, The Bank Commissioners, as well as those of our stockholders who have been directly engaged in the management of this institution, have always given it as their opinion that it was usurious, and should not be practised.

18th, Never.

19th, One hundred and thirty-four.

20th, We have not.

21st, We never *require* our customers to make their payments in the notes of other banks, but always *encouraged* them to do so. One reason for preferring them is, that it takes them out of circulation, and the vacuum is supplied by our own notes; another is, it assists us in keeping up a fund in Albany and New-York, for the redemption of our notes, and other purposes connected with the ordinary transactions of banking.

22d, We have frequently discounted notes which have once been rejected; sometimes because additional security was given, and for various reasons; but within our knowledge no officer of the bank ever participated, directly or indirectly, in the profits of the endorsement, or brokerage on such paper, or any other paper presented at the bank for discount.

23d, We have made no such loans.

24th, No.

25th and 26th, We have not.

Niagara County, ss.—Henry Walbridge, and Lawrence C. Woodruff, being duly sworn, say, that Lot Clark, the president, and George Field, cashier of the Lockport Bank, are, and have been since about the fifth day of November last, out of the State, and are now in the territory of Florida, as these deponents are informed and believe to be true; that this deponent, Henry Walbridge, is vice-president of said incorporation, and the said Lawrence C. Woodruff, is the teller of said bank, and acts as cashier during the absence of Mr. Fields. Your deponents are both of them directors of said bank, and they have drawn up the answers to the annexed interrogatories, from their knowledge of the manner

of doing business at said bank, and from an examination of the bank books, and from all the other means of information in their power. In addition to which the said Henry Walbridge has been a director of said bank ever since its establishment. These deponents say that the above answers to said interrogatories, numbered to correspond with the numbers of the several interrogatories, are true to the best of our knowledge, information and belief, and further say not.

HENRY WALBRIDGE,
L. C. WOODRUFF.

Sworn this 16th February, {
1835, before me, }

NATHAN DAYTON,
Judge of Niagara County Courts.

BANK OF GENESEE.

BANK OF GENESEE, }
Batavia, Feb. 11th, 1835. }

JOHN WILKINSON, Esq., Chairman, &c.

Dear Sir—I hand you enclosed my answers to the several interrogatories made in your communication of the 28th ult.

And remain, dear sir,

Yours, very respectfully,

J. S. GANSON, *Cashier.*

I, John S. Ganson, cashier of the Bank of Genesee, make the following answers to the several interrogatories “addressed to the presidents, cashiers or other officers of the several banks in this State under the Safety Fund, (except those in the city of New-York,) under the resolution upon that subject adopted by the Assembly, January 27, 1835.”

The 1st, 2d, 3d and 4th, I answer, Yes, but in examination would state, that in the spring of 1831, it was ascertained that the capital of the Bank of Genesee was insufficient to discount the paper offered by persons living in the vicinity of the bank, and that it would be a great accommodation to them to have their business done at this bank; an arrangement was made with a corresponding bank in Albany to discount certain unquestionable paper payable in Albany, Troy and New-York, which was done more for the accommodation of the business public, than from any profit the bank might derive from it; and when the bank had discounted nearly to its limits, it became necessary that a portion of the paper should be made payable in Albany or New-York, and some customers of the Bank, for certain operations, and often for their own convenience, were required and recommended to make their paper payable in one of those places; as soon as it was ascertained that the capital of this bank was insufficient to meet the wants of the country, they were in the habit in a few instances, of presenting city paper for discount, well knowing that otherwise

they could not be accommodated. Although this arrangement was a source of some profit, we have, for more than a year, been desirous of discontinuing this kind of business, and have done no more of it than the accommodation of the business customers seemed imperiously to require. In discounting some notes, we have had reason to believe that the borrower would be under the necessity of applying to this or some other bank for aid in the payment of such paper, and would find it most convenient to provide for it by the purchasing and remitting a draft.

5th, There never has been an express understanding or agreement with any person obtaining a discount, that he should, at the maturity of the note discounted, purchase of this bank a draft to be used for the payment of such paper discounted.

6th, We have, in some cases, had reason to believe, that the proceeds of drafts or notes discounted by the bank would be applied to the purchase of a draft from the bank at a premium, to be used in payment of a previously discounted draft or note belonging to this bank.

7th, We have sold some drafts, having reason to believe that they were to be used in the payment of notes due the bank, and payable at Albany, New-York and Troy.

8th, \$2,860.56, as near as can be ascertained.

9th, \$664.15, as near as can be ascertained.

10th, In 57 instances, as near as we have the means of ascertaining.

11th, Yes, we have discounted paper, expecting to sell to the person obtaining the discount a draft at a premium, to be used in the payment of his previous discounted paper.

12th and 13th, In every instance but one, we have sent or remitted paper discounted by the bank to the place of payment, in which case, the book-keeper, through mistake, had placed the note in the bundle of domestic bills instead of foreign, which was not discovered until arrangements were made for the payment of the note at the place where the same was payable, and in this instance we received our usual rate of exchange upon the place where the paper was so payable, and in no other.

14th, Never, of course, as there has been no instance where we could have required or received such contingent charges, except the one referred to in the last answer, and I have no recollection of receiving any such payment in that instance.

15th, Since the arrangement was made in the spring of 1831, to have discounts made in the city, the bank has required its customers to make a portion of their paper payable in New-York or Albany, some of which has been paid by drafts purchased of this bank. It is difficult to ascertain whether this kind of business was done by the bank previous to that time; if it was done at all, it was to a small extent.

16th, I think we desisted from this kind of business in the month of July last.

17th, Yes, by the Bank Commissioners, since which the bank has not discounted any paper payable at a distant place, with the

expectation even that the bank would be enabled to sell a draft to take up such paper.

18th, No, never.

19th, Eighteen.

20th, Not in any manner.

21st, We have never, directly or indirectly, required those who obtained discounts from the bank, to make their payments in the notes of banks other than our own.

22d, Paper has been presented at the bank for discount, and in some instances has been declined or refused, either because the bank at the time was not discounting, or the paper was not satisfactory, and the same paper has been subsequently presented by other person or persons and accepted, when the bank was discounting, or where additional security was added to the paper—but no officer of the bank within my knowledge has participated, directly or indirectly, in the profits of the endorsement or brokerage of any such paper.

23d and 24th, No.

25th, This bank in discounting one note of two hundred dollars, made it a condition that the borrower should receive therefor, the notes or bills of other banks at par, which were not of par value at our counter. The borrower informed the officer of the bank, that he wished to make use of the money for the payment of a debt where they would be received at par value, and he would take them. The borrower subsequently informed me that he did make such use of the said money, and passed it at its par value. In no other instance has the bank or its officers, made it a condition directly, indirectly or impliedly, of the discounting of any notes, drafts, or other evidence of debts, that the borrower should receive therefor the notes or bills of other bank or banks at par, and which were not at the time current and bankable at this bank.—The said notes so paid out, in the instance above mentioned, were at a discount of three per cent at the counter of this bank when they were so paid out. The said notes or bills were received by the bank at three per cent discount, but we cannot tell what was the current value of said notes or bills in the place where they were disposed of by the borrower.

26th, This bank has not by any of the practices alluded to in the interrogatories to which I have answered as above, or by any other, adopted a course of business with the intention on the part of its officers or any of them, of receiving more than the legal interest on notes or paper discounted by this bank.

STATE OF NEW-YORK, }
Genesee County, } ss.

John S. Ganson, being duly sworn, doth depose and say, that he has been cashier of the Bank of Genesee since the 28th May, 1830; that the answers as above set forth to the several interrogatories referred to therein, and the facts sta-

ted in said answers, are true, according to the best of his knowledge and belief.

J. S. GANSON, *Cashier.*

Subscribed and sworn, this 11th }
 Feb., 1835, before me, }
 R. U. SOPER,
Com'r. of Deeds of Genesee county.

STATE OF NEW-YORK, } ss.
 Genesee County, }

Trumbull Cary, being duly sworn, doth depose and say, that he has been president of the Bank of Genesee, ever since its establishment; that he has been absent much of the time since it went into operation, and has not been personally acquainted with its financial details; that the cashier is the financial officer of the bank, and so far as this deponent is acquainted with its business transactions, he concurs in the facts set forth in the answers as above, of the said cashier.

T. CARY, *President.*

Subscribed and sworn, this 11th }
 Feb., 1835, before me, }
 R. U. SOPER,
Com'r. of Deeds of Genesee county.

BANK OF BUFFALO.

In obedience to a resolution of the Honorable the Assembly, of the 27th of January, transmitted by the chairman of the standing committee on the incorporation and alteration of the charters of banking and insurance companies, the undersigned, Hiram Pratt, president of the bank of Buffalo, and John R. Lee, cashier thereof, being under oath, do, in answer to the several interrogatories propounded by said committee, say:

To the 1st interrogatory, That, from the course of trade, a large amount of our bills are constantly being remitted to the Atlantic cities, and this paper is transmitted to us and redeemed by drafts on Albany or New-York. We answer, therefore, that we always prefer to discount paper which is payable at Albany or New-York; and we have at times required paper payable in these cities; we refer to Nos. 15 and 17 of our answers.

2d, We have sometimes refused to make discounts, except for paper payable as above.

3d, 4th and 5th, No.

6th and 7th, Yes; but we refer to our answer in No 15.

8th, We cannot ascertain the amount of premiums received on drafts sold, as the premiums so received are not entered in a separate account, but are carried to the general account of loss and gain.

9th and 10th, That we do not know, neither have we any means of ascertaining, but the proportion must be small.

11th, No; except as stated in No. 6, but refer to No. 15 for a general answer.

12th, Yes; except in a few instances, where paper has been paid before the usual time of transmitting it.

13th, and 14th, No.

15th, We refer to No. 1; and say in regard to the selling of drafts to pay such discounted paper, the undersigned distinctly state, that they have always avoided paper payable below, when they had reason to expect that the individual would apply to them for the purchase of drafts to pay such paper; and that they have never desired or encouraged this kind of business. But they have, nevertheless, to state that they have occasionally sold drafts which they had reason to expect would be applied to the payment of such discounted paper.

16th, The undersigned refer to their answers given under 15th and 17th.

17th, That we have been so advised; and we further say, that the bank has never required paper payable at a distant place for the purpose of enabling itself to sell a draft to pay such paper.

18th, No.

19th, Ninety-seven notes and drafts, amounting to \$127,344.

20th and 21st, No.

22d, That it is very probable that paper may have been offered for discount and refused; and that subsequently this paper may have been again offered by a broker or other person, with his additional security, and discounted. But the undersigned solemnly declare that they have never participated, nor have they any knowledge that any other officer of the bank has participated, directly or indirectly, in the profits of the endorsement or brokerage of any such paper, or any other paper offered at this bank.

23d and 24th, No.

25th, The undersigned state that there has been a few instances in which paper has been discounted for western business, and where western notes, out of the State, have been paid out, which were at a discount of from an half to one per cent here, and so received by the bank; but which notes, to the borrower, were as good as, and sometimes preferred to the notes of this bank. The undersigned have no means of knowing the amount of such discounts, but they are inconsiderable.

26th, No.

HIRAM PRATT, *President.*
JOHN R. LEE, *Cashier,*

Severally subscribed and sworn, }
this 7th day of February, 1835, }
before me.

DANIEL LOCKWOOD.

Supreme Court Commissioner.

COMMERCIAL BANK OF BUFFALO.

The answers of Pierre A. Barker, president of the Commercial Bank of Buffalo, to the several interrogatories addressed to him by the standing committee on the incorporation and alteration of the charters of banking and insurance companies, in pursuance of a resolution of the House of Assembly of the State of New-York, adopted the 27th of January, 1835, as follows, to wit:

To the 1st interrogatory, That this bank has not compelled, required, encouraged or recommended, directly or indirectly, any person applying for a discount, to make his paper payable either at the Phenix Bank, New-York, or at the Albany City Bank, the only banks on which this bank has been in the habit of selling drafts at a premium.

2d, That since the commencement of business operations by this institution, the demands for loans have been very numerous and pressing; that much good paper, payable at Albany and New-York, as well as at Buffalo, has been offered for discount, a considerable portion of which has been necessarily refused, and in some instances, a preference has been given to the former.

3d, 4th, 5th and 6th, No.

7th, Yes.

8th, That the greater part of the capital of the bank being paid in at the Phenix Bank, New-York, and at the Albany City Bank, the bank was enabled, and did draw on those banks to a large amount, between the 7th day of October last, when it commenced operations, and the 1st day of January, 1835. The amount drawn within that period, was \$247,502.14. Drafts were sold at one half of one per cent, and the amount of premium received by the bank was, consequently, \$1,237.51.

9th and 10th, That owing to the infancy of the institution, only a small amount of notes or drafts, discounted here and payable at New-York or Albany, became due during the last year, and the bank had no application for drafts on those places to meet such paper.

11th, No.

12th, 13th and 14th, That the bank has, in all instances, remitted the paper discounted by it to the place of payment.

15th and 16th, That the bank has not pursued the business referred to in those interrogatories.

17th and 18th, No.

19th, The amount of notes or drafts of the kind specified, are \$123,117.

20th, 21st, 22d, 23d, 24th, 25th and 26th, Generally in the negative. The bank has not employed any agents or brokers, for the objects specified in the 20th and 24th interrogatories, nor imposed the terms alluded to in the 21st interrogatory, on those whom it has obliged with discounts. Nor have such practices, on the part of the officers of the bank, as those mentioned in the 22d, 23d and 25th interrogatories, come to his knowledge. And with reference to the 26th interrogatory, the respondent can state for himself, and believes he can vouch for the other officers of the bank, that a

strict regard has always been had, to confine the business operations of the bank within the limits prescribed by law.

PIERRE A. BARKER, *President.*

I, Pierre A. Barker, president of the Commercial Bank of Buffalo, do solemnly swear, that the foregoing statement, responsive to the interrogatories of the committee on the incorporations of banking and insurance companies, is true, to the best of my knowledge and belief.

PIERRE A. BARKER.

Sworn this 7th day of February, }
1835, before me.

JAMES STRYKER,
Judge of the Erie County Courts.

CHAUTAUQUE COUNTY BANK.

The answer, on oath of Aaron D. Patchin, cashier of the Chautauque County Bank, to the interrogatories "addressed to the presidents, cashiers, and other officers of the several banks of this State, under the Safety Fund (except those in the city of New-York) under the resolution upon that subject, adopted by the Assembly January 27, 1835."

To the 1st interrogatory, That the said bank of which he is cashier, has on many occasions, when applied to for discounts, required, encouraged, and recommended, but never compelled, the person so applying to make his paper payable at the New-York State Bank in the city of Albany, with which bank this institution has kept, and still keeps its account, and on which it has been in the habit of selling drafts at a premium.

2d, That this institution has on some occasions refused to make discounts, unless the paper so offered was made payable at Albany or New-York, though rarely when this institution has been in a condition to do such business consistently.

3d, 4th and 5th, That this institution has discounted paper payable at Albany, and in two or three instances, in New-York, when some of the officers, not, as he believes knowing, but having reason to believe that the person properly liable for the payment of such paper, would not have funds at the place of payment, unless remitted by draft, which draft it was presumed would be purchased of this institution, but in no instance has such paper been discounted under an express, or any other understanding or arrangement, with the person obtaining the discount, that he or any other person should at the maturity of the paper, purchase of this institution a draft to be used in the payment of such paper, so discounted by this institution.

6th and 7th, Yes.

8th and 9th, That during the year ending 31st December last, the amount received by this institution for premiums on drafts sold is \$1,795.75, of which \$516.55 has been applied as payments upon debts, notes or drafts due to this institution.

10th, That the instances in which this institution has sold drafts to be used by the purchaser in paying notes, drafts or debts due to this institution, are forty-seven (47) during the last year ending the 31st of December last.

11th, Yes; provided the term "expecting" does not imply any agreement, arrangement or understanding, that a draft should be purchased to be used in the payment of such discounted paper, as no such agreement, arrangement or understanding has been had.

12th and 13th, That this institution has in all instances, except one, to the best of his knowledge, remembrance and belief, sent or remitted the paper discounted to the place of payment. In the said one excepted instance, he, the said cashier, on the voluntary presentation, of the amount of such note, together with the premium (amounting to \$5) received the same inadvertently and without reflection, and in no instance has this institution required, or received the premium, except as above answered in the instance of the five dollars.

14th, No.

15th, That he assumed the duties of cashier of this institution on the first of June, 1832, and that from the books and papers of the institution, he has understood and believes that the practice of requiring a portion of the paper of its customers payable in Albany or New-York, had prevailed two or three months previous thereto, and some drafts were sold to meet the payment of such paper when it became due, and in other instances they were paid without drafts from this institution.

16th, That he discontinued the practice of requiring any of the paper of the customers of this institution, payable at any place other than the counter of this institution, the latter part of September last, but that in a few instances since that time, notes have been discounted payable at other banks, at the request of the customer, and which it is expected will be met there without any drafts from this institution, and which were not discounted with the expectation or belief that a draft would be applied for, for the purpose of meeting the payment of such note or notes; except in one instance, of a note of \$175 payable in Albany, presented by an individual who with his endorsers resided nearly forty miles from this institution, and which would not have been done, if it would not have very much incommoded the presenter to have procured a new note. This was in October last.

17th, That he has, as an officer of this institution, been admonished and advised by some of the heaviest stockholders and by the Bank Commissioners, that the business of requiring paper payable at a distant place, for the purpose of enabling the bank to sell a draft to take up said paper, was improper and should be discontinued, and it has been discontinued as above mentioned. That during the summer past, there has been much discussion in this place as to the propriety of the practice, and on mature reflection it was determined to discontinue it, though at the sacrifice of the of the ability of this institution to afford to its customers the amount of facilities which, with the former practice, it was enabled to do.

18th, That he has never used the funds of this institution, or procured money from it, or from any other institution or source, with which he has for his private benefit, purchased paper at a discount beyond the legal rate of interest, nor has he ever purchased any note or notes or paper, at any rate of interest, or in any manner since he has had charge of this institution, nor has he ever charged, exacted, or received, of any individual to whom he, in his private capacity, has lent money, more than the legal rate of interest.

19th, That the number of notes or drafts received and discounted by this institution within the ninety days next preceding January 1st, 1885, which are payable at Albany or New-York, is nine notes, amounting to \$6,721, which are a part of those described in the answer above to the 18th interrogatory.

20th, No.

21st, No; but states at the same time that it is generally understood, he believes, on the part of the customers, that the notes of other banks, whose paper is at par, is desirable to this institution in payment for debts due to it or for exchange, preferring that its own paper be kept in circulation.

22d, That more than a year since, in a few instances, notes were presented for discount, and rejected for want of satisfactory knowledge of the names on the paper or of their responsibility, and again presented by a third person with additional endorsement and then discounted. That these instances were few, and that more than a year since the subject was discussed by the board, and it was determined in no instance to discount any paper, which had been presented and rejected, and then re-presented by a third person, nor to discount any paper which had been discounted, or bought by any broker, or any other person previous to or after a presentation to the bank; and this determination has never been departed from to his knowledge, and he has been very careful to prevent any such paper being done for any person; nor has any officer of this institution participated, directly or indirectly, in the profits of any endorsement or brokerage of any such paper, or any paper presented at this institution and discounted, to his knowledge.

23d, Not to his knowledge.

24th, No.

25th, That about one year since, one of the customers of this institution, presented business notes to the amount of about \$400, and said if the paper was discounted, he would take the proceeds in uncurrent money, principally Pennsylvania and Ohio, and which he, this respondent, supposed was to go down the river in the lumber business; said paper was discounted, and said customer received the money at par; that the discount on the said paper was from one to two per cent at the counter of this institution, and had been received at those rates, and was at par for all commercial business in this village. The above is the only instance, to the recollection or belief of this respondent, where such funds have been paid out to customers on discounting paper for them. That the uncurrent

money received by this institution, has been generally disposed of in Buffalo, at a less equivalent to the interest on the sum for about twenty days, though sometimes at a greater loss; that but little uncurrent funds are received at this institution.

26th, That he has had no intention, by any course adopted or practised by this institution, of receiving more than the legal rate of interest on paper discounted by this institution. That the practices alluded to in the above mentioned interrogatories, have been, or were intended to be fully disclosed in these answers; and the means resorted to by this institution have been, or were intended to be fully disclosed; and whether such practices and course of business have involved this institution in any usurious transactions is most respectfully submitted to the Honorable the Legislature. Nor is this respondent aware that any of the officers of this institution intended by the practices or course of business pursued, to obtain or receive any more than the legal rate of interest.

Having answered the said interrogatories, this respondent throws himself upon the indulgence of the committee or Legislature for leave to make a few explanatory remarks, trusting that they will not be deemed officious. The practice of requiring a portion of the paper of the customers of this institution to be made payable in Albany originated, in a great measure, from an inability, in the said institution, to afford the amount of facilities which were required by its customers, to carry on their extensive lumbering operations. It has been extremely difficult to realize the avails of the lumber run to the markets on the Allegany and Ohio rivers short of a year, and large banking facilities have been required by those engaged in such business. By discounting a portion of their paper, payable in Albany, this institution has been enabled to procure a portion of such paper to be re-discounted at Albany, and thereby relieve itself, and afford further facilities to its customers, which it would have otherwise been unable to have rendered. It has not been the practice of this institution to require the first note of a customer to be made payable at any other place than at its own counter; but such requirements, when made, have been usually on applications for discounts, to enable the customer to pay up previously discounted paper, which he had failed to pay, without any understanding that he should be favored with a renewal.

Thus, when this institution has been desirous of relieving itself, and keeping within prudent limits, this respondent has been enabled to procure a portion of said notes, payable at Albany, to be discounted, thereby saving to its customers the trouble and expense of making long journies to other institutions, where perhaps they and their responsibility would be unknown, for the purpose of procuring the necessary facilities for carrying on their business. That the customers of this institution engaged in the lumbering trade, though perfectly responsible, generally require large sums and unusually long credits; and that this institution has, in fact, borrowed, on its own responsibility, money, and accommodated its customers with it in the season of running their lumber to market, at

the same rate which was paid for it by this institution. All which is most respectfully submitted.

A. D. PATCHIN, *Cashier.*

Sworn and subscribed, this 6th }
day of Februrary, 1835, be- }
fore me.

JOSEPH WAIT, *Commissioner of Deeds.*

And I certify that the president of this institution is now absent, and has been for more than two weeks.

J. WAIT.

BANK OF ROCHESTER.

BANK OF ROCHESTER, }
February, 12, 1835. }

To JOHN WILKINSON, *Chairman, &c.*

Sir—I have received yours of the 31st ult. with a copy of the interrogatories, and now answer them as you requested.

To the 1st interrogatory, I state, that on discounts for produce dealers, (I include purchasers, shippers and commission merchants) which form a great part of our business, we usually expect and require, and they are willing to make their paper payable in New-York and Albany, where their produce is sold; except these and such discounts as are noted in the answer to the 3d interrogatory, I do not recollect any instances where it has been required during the year 1833 and 1834.

2d, In the winter season, produce dealers often wish to make their paper payable here, on short time, and renew it payable in New-York when the navigation opens. This we usually do, if desired; but in times of panic and pressure in the money market, we frequently refuse, and require them *at first* to make it payable there, at such time as will enable them to get their produce to market—we prefer longer paper in this way, as we can get it re-discounted if we need the funds. With these, and the exceptions noted in the answer to the 3d interrogatory, I do not recollect any such refusal in the years 1833 and 1834.

| | | | |
|---|---|-----|---------|
| 3d, In Jan., Feb. and March, 1833, we disc. 6 notes, amt. \$8,750 | | | |
| April, May and June, | " | " 4 | " 3,900 |
| July, August and September, | " | " 5 | " 3,985 |
| October, November and Decem. | " | " 3 | " 1,300 |
| January, February and March, 1834, | " | " 3 | " 2,800 |
| April, May and June, | " | " 7 | " 9,950 |
| On 1st July, | " | " 1 | " 1,600 |

which are all of the description alluded to in the years 1833 and 1834. Of these notes, only two were new discounts. The others

were old debts which we required the debtors to make payable in New-York, to induce them to pay up, which we found difficult to do, if made payable here. The two exceptions were discounted in panic times last April, when we desired to have some paper payable in New-York, to raise money upon, if necessary.

4th, No other than the paper mentioned in the answer to the 3d interrogatory, and we always wished it paid up without renewal.

5th, It has not.

6th, It has, in the instances mentioned in the answer to the 3d interrogatory, and occasionally to take up legitimate business paper, which, for various causes, may not have been provided for as was expected. These causes were generally as follows, viz:

Dealers in produce sometimes sell here before the property is shipped;

The amount is not always sufficient to pay up their paper;

The property is sometimes stopped by sudden closing of the navigation;

They may wish to hold on in New-York, after the maturity of their paper, and to put their commission-house there in funds, as was the case extensively last winter during the panic.

For these and other reasons, they require new discounts and buy drafts to remit.

7th, Only in the instances referred to in the answer to the 3d and 6th interrogatories.

8th, \$4,862.36.

9th, \$694.

10th, Thirty-six.

11th, Only in the instances mentioned in the answers to the 3d and 6th interrogatories.

12th, It has been our invariable rule, and I believe it was so in all banks formerly.

13th and 14th, No answer required.

15th, Since I have been the financial officer, (1st July, 1829,) the bank has always refused to make new discounts on paper payable in New-York, with an expectation or wish to have them renewed from time to time, for the purpose of selling drafts.

16th, The last paper was 1st July, 1834.

17th, Not as I recollect.

18th, I have not.

19th, One hundred and fifty-one.

20th, It has not.

21st, It has not been required, though I frequently request it, as it keeps up our circulation.

22d, Not to my recollection or knowledge.

23d, 24th, 25th and 26th, I answer in the negative.

I have gone back in my examination no farther than January 1st, 1833. I do not think that in previous years there would be any great difference.

The foregoing answers and statements are made, after an examination of the books of the bank, from my own knowledge and

information, which I believe to be true, and I have no doubt they are substantially correct.

JAMES SEYMOUR, *Cashier.*

Before me, this 14th day of February, 1835, came James Seymour, the cashier of the Bank of Rochester, who being duly sworn, says, that the foregoing statements and answers are true, according to his knowledge and belief.

**ISAAC HILLS,
*Recorder of Rochester.***

STATE OF NEW-YORK.

No. 230.

IN ASSEMBLY,

February 26, 1835.

REPORT

Of the committee on grievances, on the petition of Samuel Trobridge.

Mr. Adams, from the committee on grievances, to which was referred the petition of Samuel Trobridge, asking for the passage of a law to restore to him \$10.64, a tax which he alleges was paid by mistake,

REPORTED:

The petitioner alleges that in 1833, the assessors of the town of Bombay, in the county of Franklin, in making out their list of debts due to persons not residing in this state, assessed him as a debtor of Robert Oliver, in the sum of \$10.64; that he did not then, does not now, nor has he at any time purchased any real estate from the said Oliver, or owed him any such sum of money for the purchase of real estate; that he, in ignorance of the law, and of his rights, upon the request of the collector paid this tax, which he has since ascertained to have been wrongfully assessed upon, and collected from him.

Your committee find annexed to this petition, two certificates, one by John Moore, collector, and the other by William Hogan. Mr. Moore certifies that on the 13th of February, 1834, he received from Samuel Trobridge, the sum of \$10.64, being the amount of taxes assessed in the name of Robert Oliver, as a non-resident, creditor of Samuel Trobridge. Mr. Hogan certifies that he was the agent of Oliver at the time of the assessment; that

Trobridge was not legally indebted on the 1st of Jan. 1833, nor during that year, in any monies as the consideration for the purchase of real estate from Oliver; that the land, upon which the tax complained of was assessed, was conveyed by deed, by Oliver, to John Diggins in 1831; who in 1833, and before the assessors of that year made up the assessment roll, conveyed the land to the petitioner, as he was informed and believed.

Thus it will be seen, that the petitioner alleges that he was assessed as the debtor of Oliver, and denies that he owed Oliver any money for the purchase of real estate. Moore certifies, that the assessment was in the name of Oliver, as the creditor of Trobridge. And Hogan certifies, that the *land* upon which the tax complained of, was assessed, at the time of the assessment, belonged to the petitioner.

If the petitioner was assessed as the debtor to Oliver, when he was not, or the assessment was in the name of Oliver; in either case, the payment of the tax was voluntary. And if the petitioner desired any relief, the board of supervisors might have set the matter right. But as Hogan certifies, when the assessment was made, the petitioner owned the land, he was therefore, the person properly liable to pay the tax, and if there was any irregularity in the assessment, it was merely in form, and could in no wise have injured the petitioner.

In every view, therefore, your committee are decidedly of the opinion that the prayer of the petitioner ought to be denied.

STATE OF NEW-YORK.

No. 231.

IN ASSEMBLY,

February 24, 1835.

REPORT

Of the committee on claims, on the petition of Joseph Menard.

Mr. M. H. Sibley, from the committee on claims, to which was referred the petition of Joseph Menard for a grant of land in right of his father, Antoine Menard, as a Canadian refugee,

REPORTED:

Antoine Menard, the father of the petitioner, was a Canadian refugee, a resident of Lower Canada at the commencement of the revolutionary war. He joined the American army under General Montgomery, soon after its invasion of that Province; raised, in virtue of a commission, duly issued to him for such purpose, a company of Canadian volunteers, with which he joined Col. James Livingston's regiment; was present at the assault on Quebec; retreated with our army after that assault, and continued in our service, as a captain, until the autumn of 1776, when he died at Albany.

These facts have been ascertained by your committee from the careful inspection of a mass of documentary evidence, taken, from time to time, between 1793 and 1833; and although these documents present some irreconcilable inconsistencies, yet, your committee have become entirely satisfied that Menard rendered services as above stated. And, in virtue of these services, the petitioner, as his son and only surviving heir, asks a grant of 800 acres of bounty land; claiming that his father came within the act of the Legislature of

this State, passed 11th May, 1784, granting bounty lands to Canadian refugees.

This case of Menard is not within the *terms* of that law, the 14th section of which provides that no grant shall be made to such refugee unless satisfactory proof shall be first adduced that he left Canada before the 1st November, 1782, and "*resided within this State for two years next preceding the day last aforesaid.*"

But, although not within the express terms of the act, his services and sacrifices entitled his descendants to the bounty of the State, and it has not been unmindful of these claims; for by examination of the files and documents of the Legislature and of the laws of the State, your committee find that in the year 1808 the present claimant presented his petition to the House of Assembly, founded on the same facts, sustained by a part of the same proof, and asking for like legislation, as the present petition. The petition of 1808 was referred to the committee on claims, which made a report conceding all the services of Menard, which, in their judgment, brought him within the act of 11th May, 1784, and recommended that legislative bounty be extended to his heirs. (See pages 94 and 100 of the journals of that year, and the files of the House.)

In pursuance of this recommendation a law was passed directing the Commissioners of the Land-Office to grant letters patent, in fee, to the heirs of Menard, (under the name of Anthony Maynard,) a Canadian refugee, for 200 acres of land, "*in satisfaction of his claim upon the State, by virtue of the act of 11th May, 1784.*" (See laws 1808, page 234.)

By the records of the office of the Secretary of State your committee have ascertained that, on the third day of May, 1808, the Commissioners of the Land-Office directed the Surveyor-General to survey 200 acres of land, to be granted to the heirs of Menard, pursuant to said act, whenever the Attorney-General should report to the said Commissioners the names of the said heirs.

On the 5th March, 1816, Benjamin Mooers made application to the board for a grant of the said 200 acres, on the ground that he was the assignee of the said heirs.

On the 30th March, 1816, the Attorney-General reported, that the heirs of the said Maynard, were Joseph Maynard, Marrian

Prevost and Mary Miller, or Mary Mennier, and that they had all assigned their rights in the said land to the said Benjamin Mooers. Letters patent, were accordingly issued to Mr. Mooers, for the said 200 acres of land.

There is not the least doubt, that Anthony Maynard, mentioned in the law of 1808, and Antoine Menard, mentioned in the present petition, are *identical*; nor but that Joseph Maynard, who petitioned in 1808, and the present petitioner, are one and the same person. The documentary evidence before the committee, establish these facts most satisfactorily.

It seems to your committee then, that this is a case, upon which full legislative action has been had; that the law of 1808 covers the whole ground, (though not as many acres as the petitioner desires to possess). That law, in express terms, grants 200 acres in *full satisfaction* of the very claim now set up. This grant was accepted by the petitioner, and, in the opinion of your committee, extinguished all claims on the part of the heirs of Antoine Menard, founded on his public services.

It may be proper, in order to prevent future misapprehension, to observe, that the committee on claims of 1831, to which this petition was referred, reported unfavorably, principally on the ground, that that 500 acres of land had been granted to Antoine Menard, a Canadian refugee, as a private in Col. Hazen's regiment. (See Assem. Doc. of that year, No. 181.)

Your committee are satisfied, (indeed, a careful examination of all the documents, do not leave it at all questionable,) that Antoine Menard and the father of the petitioner, were different persons, although bearing the same name. The former being a private in Col. Hazen's regiment, and the latter a captain in Col. Livingston's.

Your committee have instructed the chairman, to ask leave to introduce the following resolution:

Resolved, That the petition of Joseph Menard, for a grant of land in the right of his father, Antoine Menard, a Canadian refugee, ought not to be granted.

STATE OF NEW-YORK.

No. 233.

IN ASSEMBLY,

February 26, 1835.

REPORT

Of the select committee on the petition for the incorporation of a company by the name of the "Rochester Water Works."

Mr. D. Sibley, from the select committee to whom was referred the petition of sundry inhabitants of the city of Rochester, praying for the incorporation of a company by the name of the "Rochester Water Works,"

REPORTED:

That it is stated in said petition, and known to some of your committee to be true, that a valuable spring is so situated upon the high grounds at the south part of said city, that the water may be brought to the most populous and compact part of the city by conduit pipes, and that it would be of essential benefit to the inhabitants thereof, not only for culinary purposes, but might also be used for the supply of reservoirs for the extinguishment of fires; and to enable proposed company to carry into effect the above desirable objects, your committee have prepared a bill, and respectfully ask leave to introduce the same.

STATE OF NEW-YORK.

No. 234.

IN ASSEMBLY,

February 25, 1835.

REPORT

**Of the Attorney-General, on the petition of Samuel
Kelly and others.**

**ATTORNEY-GENERAL'S OFFICE, }
Albany, Feb. 24, 1835. }**

To the Speaker of the Assembly.

SIR—

In pursuance of a reference from the Assembly, I submit
herewith a report on the petition of Samuel Kelly and others.

Very respectfully,
Your obedient servant,

GREENE C. BRONSON.

REPORT.

The Attorney-General, to whom was referred by the Assembly, the petition of Samuel Kelly, Joseph Cole, James Carver, Enoch Crosby, Joseph Crane, Nathaniel Crane and Stephen Field, respectfully submits the following

REPORT:

The petitioners represent that they were defendants in the suits brought by John Jacob Astor, to recover lands in the county of Putnam, which were defended by the State: that it was deemed important by the Attorney-General, and the other counsel for the State, that the defendants should attend the trials, and they attended accordingly. They ask "some reasonable remuneration for the time, trouble, expense and loss, employed and sustained by them, in going to, attending at, and returning from the said trials in New-York. In determining what this compensation ought to be, your petitioners are free to state that it sometimes happened that some or all of the defendants were material witnesses for the defence of one or more of the other defendants, and were subpoenaed to attend as witnesses, and received the ordinary fees of witnesses, but received only single witness fees, or fees only in one suit, although subpoenaed in more than one of the pending suits." An affidavit of each of the petitioners is subjoined to the petition, stating when, and how long he attended, and on what occasion he received fees as a witness, but without specifying the rate or amount of such compensation.

Accompanying the petition is an engrossed bill, which passed the Assembly at the last session, directing the Comptroller "to audit the accounts" of the petitioners, and allow to each "one dollar per day for each day spent by them, in going to, attending at, and returning from the trials of said suits, together with their reasonable and necessary expenses, deducting therefrom all such sums of money as either of them shall have received, as witnesses upon the trial of said causes."

Mr. Astor claimed a large tract of land in the county of Putnam, which was held under grants from the people of this State. When suits were commenced for the recovery of the land, an arrangement was made between the State and the claimant that the right should be determined by the final decision of the supreme court of the United States, in three out of the five suits which might be selected for that purpose. The State immediately assumed the defence of the suits, and has paid all the expenses of the litigation, unless the petitioners have an equitable claim to relief.

The five suits selected for trial, were brought against the petitioners, Kelly, Carver, Crosby, and Joseph and Nathaniel Crane. Each suit was several times noticed for trial; three of them were finally decided in favor of the claimant, and the State has paid the stipulated sum for a release of his title.

It was deemed important that the defendants should be present at the trials, and for the purpose of insuring their attendance, and providing an indemnity for their time and expenses, each of the defendants was subpoenaed as a witness in some one of the suits. The fees of a witness in the circuit court of the United States, are \$1.25 per day for attendance, and the like sum for every thirty miles travel in going to, and returning from court.—At this rate the petitioners were paid.

In the course of the trials, it was satisfactorily ascertained that some of the defendants were subpoenaed as witnesses, and paid fees by the claimant, and in such cases nothing was paid them on the part of the State. With this exception, it is believed that each of the defendants has been paid by the State for all his attendance and travel, at the rate of \$1.25 per day. This, however, is a point on which the Attorney-General cannot, at this late day, speak with entire confidence.

What has been said concerning the pay of the defendants, relates to the trials which took place in 1829 and 1830. But it is understood that a similar course was pursued when the suits were in charge of the late Attorney-General; and it appears from vouchers in the Comptroller's office, that four of the petitioners were paid witness fees by the State, in 1827, as follows:—Joseph Cole, \$26.25, James Carver, \$28.50, Joseph Crane, \$44.25, and Enoch Crosby, \$9.50.

The defendants were told by the Attorney-General, that he did not feel authorized to do more than allow them pay as witnesses, and he may have added, that if they required further compensation, it could only be obtained by applying to the Legislature; but he did not, by any thing that was said, intend to encourage such an application, nor to express the opinion that any thing beyond what they received was due from "the justice of the State." It is undoubtedly true, as they remark, that the burden of the defence fell more heavily upon them than upon the other owners of land in the same situation, for the reason that five of them were selected as defendants in the suits which were to determine the whole controversy. But their selection was the act of the claimant—not of the State; and although they have probably suffered some loss in consequence of a defect in the title which they acquired from the State, their present condition is far more advantageous than it would have been, had they purchased from an individual.

Respectfully submitted.

GREENE C. BRONSON,

Att'y-General.

Albany, Feb. 24, 1835.

STATE OF NEW-YORK.

No. 235.

IN ASSEMBLY,

February 27, 1835.

REPORT

Of the select committee on the petition of Obadiah Jackson.

Mr. Adams, from the select committee to which was referred the petition of Obadiah Jackson, praying for the passage of a law authorizing the Commissioners of the Land-Office to grant to him certain lands for the purpose of docking in the East River at Brooklyn,

REPORTED:

The petitioner represents, that he is the owner of two several lots of land lying adjoining the East River, in the city of Brooklyn, in the county of Kings; which lots are designated by letters A. and B. on a map made by Isaac T. Ludlam, one of the city surveyors of the said city of Brooklyn, and which is annexed to his petition.

The petitioner further represents, that the population and commerce of the cities of New-York and Brooklyn have, of late years, greatly increased; and are rapidly increasing, and that additional docks and wharves are essentially required for the accommodation and wants of the community: And that the wharves which he is desirous of obtaining the right to make will be of great public benefit, as well as advantage to himself.

Your committee find that the matter set forth in the petition, of which the above is a brief extract, are fully sustained by the affidavits of the petitioner, the mayor of the city of Brooklyn, the first

[Assembly No. 235.]

judge of the county courts of Kings county, the surveyor, and several other respectable citizens of Brooklyn, to which petition, map and affidavits, drawn with great skill and exactness, your committee beg leave to refer.

Your committee can but consider, from the evidence before them, that the application is for a power to make a necessary and merited public improvement, and that, as the application is merely to empower the Commissioners of the Land-Office to make the grant, leaving it to their discretion to do so or not, as they may deem expedient, there is, in the opinion of your committee, no well grounded objection to granting the prayer of the petitioner. They therefore ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 236.

IN ASSEMBLY,

February 26, 1835.

REPORT

Of the Commissioners of the Land-Office, on the petition of John S. Quackenboss and others.

The Commissioners of the Land-Office, on the petition of John S. Quackenboss and others, asking of the Legislature two hundred acres of land, being a class right conveyed to their deceased father, lieutenant Abraham D. Quackenboss, by a class in Col. Fisher's regiment of New-York militia, or asking an equivalent in money,

RESPECTFULLY REPORT:

That on the 17th day of February, 1787, William Harper deposited in the Surveyor-General's office five certificates of bounty rights, one of which was entered "Lieut. Quackenboss 200 acres." This appears to have been a conveyance from Nicholas Quackenboss and eight others, purporting to be a majority of the members of a class in the regiment of militia, commanded by Col. Frederick Fisher, having under the act entitled "An act for raising troops to complete the line of this State, in the service of the United States, and the two regiments to be raised on bounties of unappropriated lands, and for the further defence of the frontiers of this State," passed 23d March, 1782, had delivered an able bodied man, named John Ellis, to serve for said class. They, on the 10th day of January, 1785, transferred to Abraham D. Quackenboss all their interest in the said bounty right in land, &c.

| | Acres. |
|--|--------|
| The certificates thus deposited, including Quackenboss, entitled the owners thereof to..... | 1,300 |
| Two other certificates were deposited by William Harper, said to be for Adam Putnam, on the 5th July, 1785,... | 400 |
| And in January, 1787, two others were deposited by Harper, for | 400 |
| <hr/> | |
| All of which are on file in the Surveyor-General's office, giving a total of..... | 2,100 |
| <hr/> | |

No assignment of any of the above nine class rights appear to have been made to William Harper. Yet he has exercised an ownership. He located 1,440 acres at the Oswego Falls, and directed the patent to be granted to Garrit H. Van Wagoner of the city of New-York; and, on the 2d day of May, 1792, a patent was issued, conveying 1,440 acres of land. Leaving, unappropriated, and unlocated, the balance, 660 acres.

In a correspondence of the Surveyor-General with Mr. Wm. Harper, as to the disposal of the balance of 660 acres due him, the following answer is returned, viz:

"SIR—

"Please to transfer to Robert Wilson, or order, the above balance of class rights, which appears to be due to me in your office, and this shall be your sufficient voucher.

"WM. HARPER.

"S. DE WITT, *Surveyor-General*."

In pursuance of which Robert Wilson, by a letter dated 2d day of January, 1796, wrote, from which the following is an extract:

"In consequence of locations made by William Harper, esquire, and he transferring them to me; and in consequence of a location made by Teunis Vischer, and he transferring it to Cornelius Harring, esquire, and Cornelius Harring, esquire, to me."

"SIMEON DE WITT, *Surveyor-General of the State of New-York*.

"SIR—I make application for and locate on a certain tract of land." Giving a description of his location on the west branch of Hudson river, &c. Also by another instrument, on file in the Surveyor-General's office, of which the following is a copy, viz:

“ Johnstown, January 30th, 1796.

“ SIR—

“ Please to transfer my location to Elbert Haring; he will pay you the nine pounds four shillings, and also pay you for transferring of the same.

“ I am, sir, with respect,

“ Yours, &c.

“ ROBT. WILSON.

“ To SIMEON DE WITT, *Surveyor-General.*

“ Signed in the presence of witness,

“ JOHN G. WILSON.”

Thus it appears that all the class rights deposited in the Surveyor-General's office, by William Harper, were satisfied and patents therefore granted.

The evidence of interest in those class rights, respectively, in William Harper, has not been found; nor are we acquainted with the evidence of ownership required by the Commissioners of the Land-Office at that time, and superadded to the possession of the certificate.

In many cases it appears that a letter, or an order, directing such transfers, were deemed sufficient. The granting of the patents for the whole of those class rights is presumptive of such proof having been produced.

All which is respectfully submitted.

WILLIAM CAMPBELL,
JOHN A. DIX,
A. C. FLAGG.

STATE OF NEW-YORK.

No. 237.

**IN ASSEMBLY,
January 30, 1835.**

ANNUAL REPORT

**Of Samuel Saterlee jun. measurer-general of grain in
the city of New-York.**

Pursuant to the tenth section of the act regulating the measuring of grain in the city of New-York, passed April 14th, 1832, the measurer-general respectfully submits to the honorable the Legislature the annexed report, embracing the number of bushels of grain, of different kinds, measured under his superintendence, in each month, during the year ending on the 31st day of December last, the average price as near as can be ascertained, from what place shipped, and to what place exported; together with the amount of fees received by himself and each measurer employed.

SAMUEL SATTERLEE, JR.

New-York, January 24th, 1835.

..... 1,738 33 5 640

| | Malt | Buckw. | Flaxse | Pens. | Beans. | Timot | Musta |
|-------|--------|--------|--------|-------|--------|-------|-------|
| 1,738 | 3,739½ | | | | | | |
| 179½ | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| co o | ..... | ..... | 5,163 | 2,753 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | ..... | ..... | 5,163 | 2,753 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... |  |  |  |  |  |
| ..... | 3,739½ | | | | | | |
| ..... | 794 | | | | | | |
| ..... | ..... | 79 | | | | | |
| ..... | ..... | ..... | 1,579 | 128 | 69 | 205½ | 69½ |
| ..... | 55,092 | 79 | | | | | |
| ..... | 1,772 | ..... | </ |  |  |  |  |

WHENCE EXPORTED.

| | Month. | Wheat. | Rye. | Corn. | Oats. | Barley. | Malt. |
|--------------------------|---------------------|--------|-------|--------|-------|---------|-------|
| St. Johns, N. B. | January, . . . . . | ..... | ..... | 890 | | | |
| Madeira, . . . . . | ..... | ..... | ..... | 4,085 | | | |
| Hampden, . . . . . | ..... | ..... | ..... | 1,625 | | | |
| Staten-Island, . . . . . | ..... | ..... | ..... | ..... | 1,082 | | |
| | | | | 0,550 | 1,082 | | |
| Connecticut, | February, | 891½ | ..... | 1,000 | | | |
| Bermuda, . . . . . | ..... | ..... | ..... | 482½ | | | |
| Yonkers, . . . . . | ..... | ..... | ..... | 5,513 | | | |
| | | 891½ | | 7,055½ | | | |
| Connecticut, | March, | 1,200 | 840 | 4,295 | 1,617 | ..... | 1,247 |
| Massachusetts, . . . . . | ..... | ..... | 894 | 7,556½ | 5,784 | | |
| Maine, . . . . . | ..... | ..... | ..... | 1,653½ | | | |
| New-Jersey, . . . . . | ..... | 520 | ..... | ..... |  |  |  |
| Pennsylvania, . . . . . | ..... | ..... | ..... | ..... |  | 4,966 | |
| West-Indies, . . . . . | ..... | ..... | ..... | 700 | | | |
| Nova-Scotia, . . . . . | ..... | 2,000 | ..... | ..... |  |  |  |
| Madeira, . . . . . | ..... | ..... | ..... | 3,942 | | | |
| Yonkers, . . . . . | ..... | ..... | ..... | 5,669 | | | |

WHENCE EXPORTED—Continued.

| | Month. | Wheat. | Rye. | Corn. | Oats. | Barley. | Malt. |
|-------------------------|--------------|--------|--------|---------|---------|---------|-------|
| Fishkill, ..... | ..... | ..... | ..... | 1,700 | | | |
| Lisbon, ..... | ..... | ..... | ..... | 800 | | | |
| | | 3,720 | 1,734 | 26,329 | 7,401 | 4,966 | 1,247 |
| Connecticut, | April, ..... | ..... | 1,857 | 4,215 | 2,188½ | | |
| Massachusetts, ..... | ..... | ..... | 2,737 | 27,416 | 13,623½ | | |
| Maine, ..... | ..... | ..... | ..... | 1,635 | | | |
| New-Jersey, ..... | ..... | 1,671 | ..... | 405 | | | |
| Pennsylvania, ..... | ..... | ..... | 700 | | | | |
| Rhode-Island, ..... | ..... | 200 | 505 | 3,398 | 606 | | |
| St. Johns, N. B., ..... | ..... | ..... | ..... | 1,019 | | | |
| Yonkers, ..... | ..... | ..... | ..... | 1,488 | | | |
| | | 1,871 | 5,799 | 39,570 | 16,418 | | |
| Connecticut, | May, | 884 | 7,527 | 6,949½ | 189 | | |
| Massachusetts, ..... | ..... | ..... | 5,532½ | 25,926½ | 12,171½ | | |
| Maine, ..... | ..... | ..... | ..... | 6,914 | 691 | | |
| Rhode-Island, ..... | ..... | ..... | 250 | 2,438 | 200 | | |
| New-Jersey, ..... | ..... | ..... | ..... | 250 | | | |
| Pennsylvania, ..... | ..... | 7,960 | ..... |  |  |  |  |
| Delaware, ..... | ..... | 7,700 | ..... |  |  |  |  |

| | | | | | |
|----------------------|--------|---------|---------|---------|-----|
| New-Hampshire, ..... | ..... | ..... | 135 | 706 | |
| St. Johns, N. B..... | 1,041 | ..... | ..... | 1,725½ | |
| Madeira, ..... | ..... | ..... | ..... | 506 | |
| West-Indies, ..... | ..... | ..... | ..... | 6,253½ | |
| Yonkers, ..... | ..... | ..... | ..... |  |  |
| <hr/> | | | | | |
| Connecticut, | 17,585 | 13,444½ | 51,669 | 18,251½ | |
| Massachusetts, | 1,071 | 6,770 | 13,952 | 1,000 | |
| Rhode-Island, ..... | ..... | 3,061 | 48,670½ | 21,756 | |
| Maine, ..... | ..... | ..... | 3,089 | | |
| New-Jersey, | 1,350 | ..... | 4,212 | | 419 |
| Pennsylvania, | 18,719 | 1,446 | ..... |  |  |
| Delaware, | 7,183½ | ..... | ..... |  |  |
| Maryland, | 1,851 | 2,549 | ..... |  |  |
| New-Hampshire, ..... | ..... | ..... | 1,000 | | |
| St. Johns, N. B..... | 642½ | ..... | 3,025 | | |
| West-Indies, ..... | ..... | ..... | 1,176 | | |
| Turks-Island, ..... | ..... | ..... | 1,985 | | |
| South-America, ..... | ..... | ..... | 1,645½ | | |
| Bengal, ..... | ..... | ..... | 538 | | |
| Mobile, ..... | ..... | ..... | 2,477½ | | |
| Yonkers, ..... | ..... | ..... | 6,212 | | |
| <hr/> | | | | | |
| | 30,817 | 13,826 | 87,988½ | 23,175 | |

WHENCE EXPORTED—Continued.

| | Month. | Wheat. | Rye. | Corn. | Oats. | Barley. | Malt. |
|-----------------------------|---------------|---------|--------|---------|---------|---------|-------|
| Connecticut, | July, | 2,280 | 857 | 6,601½ | 570 | ..... | 942 |
| Massachusetts, | | | 3,048½ | 44,117 | 26,200½ | ..... |  |
| Maine, | | | | 5,172½ | | | |
| Rhode-Island, | | | | 2,299 | | | |
| Pennsylvania, | | 3,840 | | | | | |
| Delaware, | | 5,944½ | | | | | |
| Maryland, | | | 2,118 | | | | |
| District of Columbia, | | | | 1,000 | | | |
| New-Orleans, | | | | 822½ | | | |
| St. Johns, N. B. | | 1,230 | ..... | 4,097 | | | |
| Nova-Scotia, | | | | 412 | | | |
| Campeachy, | | | | 425½ | | | |
| West-Indies, | | | | 3,593 | | | |
| South-America, | | | | 1,945 | 800 | | |
| Staten-Island, | | | | | | | |
| Yonkers, | | | | 3,136 | | | |
| | | 18,294½ | 6,093½ | 73,621 | 27,660½ | | 942 |
| Connecticut, | August, | 2,859 | 2,664½ | 1,454½ | 565 | | 586½ |
| Massachusetts, | | | 2,956½ | 46,869½ | 9,591½ | ..... |  |
| Maine, | | | | 3,645 | | | |
| Rhode-Island, | | | | 1,239 | | | |

WHENCE EXPORTED—Continued.

| | Month. | Wheat. | Rye. | Corn. | Oats. | Barley. | Malt. |
|----------------------------|-----------|---------|--------|---------|---------|---------|-------|
| Pennsylvania,..... | | 7,071½ | ..... | ..... | ..... | 36,190½ | |
| Delaware,..... | | | | | | 1,723½ | |
| Maryland,..... | | | | | | 9,617 | |
| District of Columbia,..... | | | | | | 1,687 | |
| St. Johns, N. B..... | | | | 3,742½ | ..... |  |  |
| Nova-Scotia, | | 674 | ..... | 1,006 | ..... |  |  |
| Madeira,..... | | | | | | 674 | |
| Denmark, | | | | 8,376 | ..... |  |  |
| Yonkers, | | | | | | | |
| | | 10,666½ | 11,631 | 89,061 | 18,254 | 51,871½ | |
| Connecticut, | November, | 5,556 | 1,469 | ..... | ..... | 1,922 | |
| Massachusetts, | | | 3,585½ | 55,309½ | 18,750½ | 1,074 | |
| Maine,..... | | | | 8,274½ | ..... |  |  |
| Rhode-Island, | | | | 5,175 | 2,962 | | |
| New-Jersey,..... | | 6,911 | ..... | ..... | ..... | 1,580 | |
| Pennsylvania,..... | | 6,139 | ..... | ..... | ..... | 12,211½ | |
| Delaware,..... | | | | | | 3,139 | |
| Maryland,..... | | | | | | 9,386 | |
| St. Johns, N. B..... | | 2,527 | ..... | ..... | ..... |  |  |
| Nova-Scotia, | | 562 | ..... | 500 | ..... |  |  |

| | | | | | | |
|-----------------------|-----------|--------|---------|--------|---------|---------|
| Yonkers, ..... | ..... | ..... | ..... | 6,160 | 21,712½ | 29,312½ |
| Connecticut, | December, | 21,685 | 5,054½ | 75,419 | ..... | 360 |
| Massachusetts, ..... | ..... | 439½ | 2,404 | 28,633 | 13,416 | 5,501½ |
| Maine, ..... | ..... | 110 | 2,987½ | 4,073 | 1,452 | 300 - |
| Rhode-Island, ..... | ..... | ..... | ..... | 2,325 | ..... | 2,448 |
| Pennsylvania, ..... | ..... | ..... | 8,263 | ..... | ..... | ..... |
| New-Jersey, ..... | ..... | 1,824 | ..... | ..... | ..... | ..... |
| St. Johns, N. B. .... | ..... | 2,934 | ..... | ..... | ..... | ..... |
| Nova-Scotia, ..... | ..... | 847 | ..... | 3,014 | ..... | ..... |
| Yonkers, ..... | ..... | ..... | ..... | 38,779 | 14,868 | 9,609½ |
| | | 6,154½ | 13,654½ | | | |

Total amount exported,..... 1,057,567½ bushels.

MEASURER'S FEES.

| | |
|--|-------------|
| Jacob Brinckerhoff,..... | \$1,074 58 |
| Lewis Smith,..... | 1,180 98 |
| Gilbert Jenkins,..... | 1,106 04 |
| Oliver H. Tompkins,..... | 1,011 26 |
| Isaac L. Tompkins, absent about five weeks during the cholera,..... | 795 65 |
| Cornelius Timson,..... | 846 67 |
| John Vredenburgh,..... | 964 78 |
| John G. Ketchum,..... | 988 71 |
| Ebenezer Briggs,..... | 958 23 |
| Thomas Frost, | 835 53 |
| Robert T. Clark,..... | 1,014 30 |
| James Rogers,..... | 862 35 |
| Tobias L. Stoutenburgh, | 856 63 |
| Samuel Clark, | 874 51 |
| John Wright,..... | 846 09 |
| Samuel Disbrow,..... | 923 48 |
| Oliver Holden, jun..... | 811 64 |
| Isaac Sayrs, absent about 4 weeks during the cholera, | 701 74 |
| Edward Webb, | 927 66 |
| Joseph Earle, very aged and infirm, and has often been confined by sickness,..... | 471 90 |
| | <hr/> |
| | \$18,054 72 |
| Abraham Cole, deputized, | 25 50 |
| | <hr/> |
| | \$18,080 22 |
| | <hr/> |

N. B. The above is the amount each measurer has received, after deducting expenses of striking, measurer-general's fees, &c.

| | |
|---|------------|
| Amount of fees received and due the measurer-general, | \$2,043 39 |
| Expenses, office rent, | \$145 00 |
| Fuel, stationary, printing, &c,..... | 48 00 |
| | <hr/> |
| | 193 00 |
| | <hr/> |
| | \$1,850 39 |
| | <hr/> |

STATE OF NEW-YORK.

No. 238.

IN ASSEMBLY,

February 28, 1835.

ANSWER

Of James Porter, Register in Chancery, to a resolution of the Assembly, of the 10th February.

To the Speaker of the Assembly.

SIR—

I was duly served with a copy of the resolution which passed the Assembly on the 10th inst., requiring me to report to that body, on or before the first of March next, “ a full and accurate account of all sums of money received and charged by me, as Register of the court of chancery, for official services, between the first day of January, 1834, and the first day of January, 1835, &c.”

At the time this resolution was adopted, the Chancellor was holding a regular term of his court, sitting frequently from 10 o'clock in the morning, until 9 o'clock, and sometimes later in the evening. This term, which required my constant attendance, did not close until about the middle of last week; since which, I have been necessarily engaged most of my time, in the business growing out of the term, and which could not, without injury to suitors, be delayed. - It has not, therefore, as yet been in my power, to make much progress in preparing to respond to the resolution; and on Monday next, a regular term of the Vice-Chancellor of the third circuit commences, which will also require my personal attendance.

It will, therefore, be impossible to examine into all the business of my office, for the last year, by the first of March, so as to form
[Assem. No. 238.]

any estimate of the amount of fees received and charged during that year. And even after the most full investigation in my power to make, I can only give an *estimate*; as I have not kept an account of receipts, and disbursements, that will enable me to make any thing like an accurate report of either, as required by the resolution of the Assembly. I shall, however, if such an estimate is desired by the House, pursue the investigation, as fast as I can, consistent with the discharge of my official duties, and at the earliest day in my power, give to the Assembly all the information required by the resolution, that can, under existing circumstances, be given; and must ask indulgence for the necessary time.

Very respectfully, yours,

JAMES PORTER

STATE OF NEW-YORK.

No. 239.

IN ASSEMBLY,

February 28, 1835.

REPORT

Of the committee on lands, on the petition of Charles McLain.

Mr. King, from the committee on public lands, to whom was referred two several petitions of Charles McLain, with the report of the Commissioners of the Land-Office on one of the same,

REPORTED:

That they have given the subject a careful examination, and from the facts, for which they refer to the report of the Commissioners of the Land-Office, Assembly Document No. 152, they can discover no essential difference between the situation of Mr. McLain and that of others who have purchased land from the State, except, perhaps, that his bargain has not been profitable to him. And although there are some precedents for relief in cases of indebtedness for land account, so far as your committee are informed, they are confined to cases of village lands, where high appraisals were had in anticipation of the sudden growth of large villages, and consequent business facilities, which were not realized. And although your committee do not feel authorized to express any opinion of the cases cited as precedents, they are unanimously of the opinion, that the principle upon which relief is granted should not, in the present case, be carried beyond them; and they submit the following resolution;

Resolved, That the prayer of the two several petitions for the relief of Charles McLain be denied.

STATE OF NEW-YORK.

No. 240.

IN ASSEMBLY,

February 28, 1835.

ANSWER

**Of James Watson Williams, Clerk in Chancery, for
the Fifth Circuit, in answer to a resolution of the
Assembly of the 10th February.**

Utica, February 27th, 1835.

HON. CHARLES HUMPHREY,

Speaker of the Assembly :

SIR,

Herewith, I have the honor to submit a report made in pursuance of a resolution of the Honorable the Assembly, passed the 10th inst.

With much respect, your ob't serv't,

JAMES WATSON WILLIAMS,

Clerk in Chancery, Fifth Circuit.

**TO THE HONORABLE THE ASSEMBLY OF THE STATE
OF NEW-YORK.**

In pursuance of a resolution of your honorable body, passed the 10th instant, the undersigned, clerk in chancery for the fifth circuit,

RESPECTFULLY REPORTS:

1. That the amount charged by him for his official services, for the period specified in the said resolution, exclusive of fees and
[Assem. No. 240.]

commissions paid down at the time of rendering the services for which such fees and commissions were chargeable, is.. \$1,084 26

The amount received by him, or which he was entitled to receive for the fees and commissions above excepted, is, for commissions on receipt, disbursement and investment of moneys, 56 18

For other fees, (of which he has kept no account, and the amount of which he is unable to ascertain accurately, and is therefore obliged to estimate,) not to exceed, 25 00

Total amount of charges and receipts,.... \$1,165 44

Of the above amount, he has received the said sums of

\$56.18 and \$25, \$81 18

And on account, the further sum of..... 173 76

254 94

So that there now remains due and uncollected,..... \$910 50

2. The items of expenses incurred in the discharge of his official duties, during the period specified in the said resolution, are as follows:

Office rent,..... \$65 85

Paid J. H. Edmonds for occasional services,.... \$12 76

" H. Williams, " " 10 00

" A. Little, a clerk, from 1st July, 1834, to

1st January, 1835, 111 60

134 36

Stationary,.. 20 40

Office screw, 12 00

Fuel,..... 22 75

Postages to and from Life Insurance and Trust Company, 1 68

Total amount of expenses,.... \$257 04

Respectfully submitted.

JAMES WATSON WILLIAMS,

Clerk in Chancery, Fifth Circuit.

February 27th, 1835.

STATE OF NEW-YORK.

No. 241.

IN ASSEMBLY,

February 28, 1835.

ANSWER

**Of John Keyes Paige, clerk of the Supreme Court, to
a resolution of Assembly, of the 10th February.**

Albany, 26th Feb. 1835.

The Hon. the Speaker of the Assembly,

SIR:

On the 12th inst., I received a copy of the resolution of the Assembly, requiring from the clerks of the supreme court, "On or before the 1st of March next, a full and accurate account of all sums of money received and charged for official services," and the expenses incurred during the last year.

The supreme court was then in session, and another term has since been held; I have been of course, almost exclusively occupied in the discharge of official duties. All the time left me, has, however, been devoted to the preparation necessary to reply to the resolution, in as full and accurate a manner as I can be enabled to do, from accounts and memoranda, not kept or preserved with that particularity necessary for the purpose required. But I find it altogether impossible to be prepared by the time designated.

Respectfully, your ob't serv't,

JNO. KEYES PAIGE,

Clerk Sup. Court.

STATE OF NEW-YORK.

No. 243.

IN ASSEMBLY,

February 28, 1835.

ANSWER

Of Alexander Forbus, Clerk in Chancery for the Second Circuit, to a resolution of the Assembly, of the 10th February.

To the Speaker of the Assembly.

In reply to the resolution of the Assembly, bearing date the 10th day of February, 1835, I, Alexander Forbus, clerk in chancery for the second circuit, do

REPORT:

That the whole amount of all the monies received and charged by me, for my official services, as clerk aforesaid, from the first day of January, 1834, to the first day of January, 1835, including as well sums due to me for such services, as sums actually received; and embracing my fees, and commission for receiving, investing, and paying out the funds of the court, is . . . \$1,672 39

That the amount of the expenditures incurred by me in the discharge of my official duties for the time aforesaid, other than personal expenses, in attending courts out of the town of Poughkeepsie, is for office rent, \$80 00

For office expenses, for light, fuel, cleaning,
making fires, &c. 65 00

Carried forward, \$145 00 \$1,672 39

| | | |
|---------------------------------|----------|------------|
| Brought forward,..... | \$145 00 | \$1,672 39 |
| For record books, paid,..... | 40 50 | |
| “ stationary and printing,..... | 33 50 | |
| “ clerk hire, | 126 21 | |
| | <hr/> | 345 21 |
| | | <hr/> |
| | | \$1,327 18 |

The only clerk employed by me, was Sheldon C. D. Raymond, for a portion of his time, during the whole of the year aforesaid, at a compensation by the folio, amounting to the sum above stated for clerk hire.

All which is respectfully submitted.

Dated at Poughkeepsie, February 24, 1835.

ALEX. FORBUS.

STATE OF NEW-YORK.

No. 244.

IN ASSEMBLY,

February 28, 1835.

ANSWER

**Of S. A. Goodwin, Clerk of the Court of Chancery
for the Seventh Circuit, to the resolution of the
Assembly of the 10th February.**

To the Speaker of the Assembly.

Sir—

I herewith enclose a report in answer to the resolution of
the honorable the Assembly of the 10th February instant.

I have the honor to be,
Your ob't servant,

S. A. GOODWIN.

Chancery Clerk's Office, Seventh Circuit, }
Auburn, Feb. 18, 1835.

To the Honorable the Assembly of the State of New-York.

In pursuance of the resolution of the 10th February instant, the undersigned, clerk of the court of chancery for the seventh circuit, hereby reports, that the answers to the several particulars specified in the before mentioned resolution, as fully as the same can be ascertained from data remaining in this office, or from information in the possession of the undersigned, will be found in the schedules hereto annexed and marked A and B.

Schedule A distinguishes between fees charged and fees received without being charged. These together form an aggregate of
[Assem. No. 244.]

\$1,625.94. This sum includes the item of **\$37.55** advanced for postages, and noted in schedule B as paid for that purpose. The sums "actually received," amount, in gross, to **\$784.97½**. It will be observed that the latter sum, with the exception of **\$25.26**, received without charge, as reported in schedule A, has not been paid in upon the account of the current year alone, but upon the back as well as present accounts of the respective solicitors making the payment.

The amount of all the expenses incurred in the discharge of the duties of this office, the undersigned believe to be nearly accurate as stated in schedule B, being the sum of **\$283.95**; which, subtracted from the amount of fees as reported, leaves the sum of **\$1,341.99**.

How much of this may be in the event collectable, charged, as it is, in small sums against the solicitors residing in all parts of the State, and with indiscriminate credits to all, (as must necessarily be,) the undersigned is unable to state. He believes, however, that some considerable deduction must unavoidably be made, arising from actual loss, and the trouble and expense of collections.

All of which is respectfully submitted.

S. A. GOODWIN,

Clerk in Chancery,

Seventh Circuit.

Dated Feb. 17, 1835.

SCHEDULE A.

| | |
|---|--------------------------|
| Amount charged to the several solicitors on the books of the office, from 1st Jan. 1834, to 1st Jan. 1835, . | \$1,500 68 |
| Amount of fees received and not charged, | 35 26 |
| Total fees, | <u>\$1,625 94</u> |
| Amount credited on account to solicitors as "actually re- ceived," from Jan 1, 1834, to Jan 1, 1835, | \$749 71 |
| Amount received and not charged as above, | 35 26 |
| Total of actual receipts, | <u>\$784 97</u> |

SCHEDULE B.

Expenses of office from Jan. 1, 1834, to Jan. 1, 1835.

| | |
|--|-----------------|
| Paid Daniel Baldwin, deputy clerk, employed 6 months, | \$72 00 |
| Paid Edward R. Thorp, recording clerk, employed 4 months,..... | 32 00 |
| Paid John M. Casey, now deputy clerk, employed in 1834, 1½ months,..... | 20 00 |
| Paid Daniel Baldwin extra writing per folio during the time E. R. Thorp was employed in this office,..... | 27 00 |
| | <hr/> |
| Amount of clerk hire, | \$151 00 |
| Paid for 2 record blank books, being 3d vol. clerk's minutes of special orders, and 2d vol. clerk's minutes of causes, | 16 00 |
| Paid John Seymour's bill for 2 cases for the safe keeping of papers,..... | 18 00 |
| Paid postage on papers to and from Vice-Chancellor's residence,..... | 37 55 |
| Stationary, exclusive of blanks, as near as the same can be ascertained, about..... | 20 50 |
| Paid for blanks, many of which are on hand,..... | 15 90 |
| Office rent, | 25 00 |
| | <hr/> |
| Total of expenses,.... | <u>\$283 95</u> |

Total of fees as above,... \$1,625 94

Deduct expenses as above, 283 95

\$1,341 99

S. A. GOODWIN,

Clerk in Chancery,

Seventh District.

Dated Feb. 17, 1835.

STATE OF NEW-YORK.

No. 245.

IN ASSEMBLY,

February 28, 1835.

ANSWER

Of G. M. Davison, clerk in Chancery of Fourth Circuit, to a resolution of the Assembly, of the 10th February.

Sar. Springs, February 19th, 1835.

TO THE HON. CHARLES HUMPHREY,
Speaker of the Assembly.

SIR:

Pursuant to a resolution of the House of Assembly, passed on the 10th inst., the undersigned, clerk in chancery of the fourth circuit, respectfully

REPORTS:

That the sums charged in his office for clerk's fees between the 1st day of January, 1834, and the 1st day of January, 1835, were, \$379 53

And that the sums received for fees during that period, were, 232 78

Amounting in the whole to, \$612 26

From which deduct for office rent, \$50 00

For stationary, 25 00

For expenses, 9 10

84 10

Leaving a balance of, \$528 16

[Assem. No. 245.]

And the undersigned further reports, that Nicholas Hill, jr., has been employed by him as a deputy during the above mentioned period, and has been allowed for his services, and for the expenses aforesaid, all the fees appertaining to said office.

I have the honor to be,

With great respect,

Your ob't servant,

G. M. DAVISON.

STATE OF NEW-YORK.

No. 246.

IN ASSEMBLY,

March 3, 1835.

ANSWER

**Of John Walworth, Assistant Register in Chancery, to
a resolution of the Assembly of the 10th of February.**

**OFFICE OF ASSISTANT REGISTER IN CHANCERY }
New-York, Feb. 24, 1835.**

To the Speaker of the Assembly of the State of New-York.

SIR—

I find that it will not be possible for me, as early as the first day of March, ensuing, to comply with the resolution of the House of Assembly, passed on the 10th of February, inst., requiring me to report the amount of fees, &c. of my office. I am engaged in ascertaining the several items required, as far as possible, and shall forward a statement as soon as it can be made. A statement of the kind required must necessarily be imperfect, as the accounts of my office, except as regards the general expense account, have not been kept with reference to any particular period of time.

I am respectfully, Sir,
Your ob't serv't,

JOHN WALWORTH,
Assistant Register.

HON. CHARLES HUMPHREY.

STATE OF NEW-YORK.

No. 249.

IN ASSEMBLY,

February 19, 1835.

ANSWER

Of Samuel L. Selden, Clerk of the Court of Chancery
for the Eighth Circuit; to a resolution of the Assem-
bly of the 10th February.

Rochester, Feb. 16, 1835.

To the Speaker of the Assembly of the State of New-York.

SIR—In compliance with a resolution of the Assembly, passed
on the 10th instant, requiring the clerks in chancery, (among other
officers,) to report the amount of fees received and charged by
them, respectively, for official services during the year 1834, the
undersigned, clerk of the court of chancery for the eighth circuit,
would report as follows, to wit:

| | |
|---|------------|
| Amount actually received to this time for official ser- vices, between the 1st January, 1834, and the 1st January, 1835,..... | \$496 11 |
| Amount charged and still unpaid, for official services during the same time,..... | 1,448 13 |
| | <hr/> |
| | \$1,944 24 |

Expenses in 1834.

| | |
|---|----------|
| Paid Hiram Leonard, deputy clerk, employed during the whole year,..... | \$430 00 |
| Paid for office rent,..... | 50 00 |
| “ books of minutes,..... | 20 00 |
| “ stationary, (estimated at)..... | 18 00 |
| | <hr/> |
| | 518 00 |

Balance,..... \$1,426 24

Which is respectfully submitted,

SAM'L L. SELDEN.

STATE OF NEW-YORK.

No. 251.

IN ASSEMBLY,

March 2, 1835.

REPORT

Of the select committee on the petition of the Common Council of the city of New-York.

Mr. Ringgold, from the select committee to which was referred the memorial of the mayor, aldermen and commonalty of the city of New-York, praying for the passage of a law to vest certain lands in the city of New-York, in the mayor, aldermen and common council of the said city,

REPORTED:

That the memorialists deem it expedient to improve and extend Essex market, in the tenth ward of the city of New-York, and they represent that for the purpose of making the same a square, it will be necessary to occupy twelve lots, ten of which are now the property of the said memorialists; and in order to carry the said contemplated improvement into effect, they pray for the passage of an act to vest in them the residue of the land required.

Your committee have investigated the subject, and finding no remonstrance against the course proposed, see no reason why the prayer of the petitioners ought not to be granted, and have accordingly prepared a bill, which they ask leave to introduce.

STATE OF NEW-YORK.

No. 252.

IN ASSEMBLY,

March 5, 1835.

REPORT

Of the select committee on the petition of John G. Hicks, John Schenck and Jane B. Smith, of the city of Brooklyn.

Mr. Brasher, from the select committee on the petition of John G. Hicks, John Schenck and Jane B. Smith, of the city of Brooklyn, praying for a grant of certain land under water, and adjoining their premises in said city,

REPORTED:

That the petitioners set forth in their petition, that they are seised of an estate, in fee simple, of and in all of a certain lot of land, water lot and wharf, situated in the city of Brooklyn, in the county of Kings, formerly known by the name of the New-York Anchor Gin Distillery; and they pray that part of the land under water, in front of, and adjoining to their said land, may be granted to them, for the purpose of extending their docks as far into the river as may be necessary for the more convenient lying of vessels and landing of merchandize.

The committee are of the opinion, from the description of the premises of the petitioners, which is fully set forth in their petition, that the land desired is indispensably necessary to the construction of the said additional docks; and they are fully impressed with the belief, from the present condition of the docks of said city, the present population of Brooklyn, and the rapidly increasing commerce of the cities of New-York and Brooklyn, as represent-

ed in their petition, that the erection of the said docks would not only add greatly to the convenience of, but is actually required for the commercial purposes of the wealthy and enterprising city of Brooklyn.

The title of the petitioners to their property adjoining the land applied for, the committee think, is fully established in their petition; and of the fact, that the petitioners will, if their prayer is granted, appropriate the land to the purposes of commerce by erecting docks thereon, there is no doubt; as that, as well as all other facts contained in their petition, is verified by the affidavits of the petitioners accompanying the same.

The petitioners state, that the quantity of land applied for is not more than is actually necessary for the purposes above specified, and attached to the petition are affidavits, also, of other persons than the petitioners, confirming that fact.

The premises of the petitioners and the land applied for, according to the petition, is situated nearly opposite the southern and most commercial portion of the section of the city of New-York, and convenient for the shipping and commercial purposes of that place; and it is believed, that the projected extension of the docks will not obstruct the current of the river at all, it being not more than half as wide above, as it is opposite the premises.

The committee think the prayer of the petitioners is reasonable and ought to be granted, and have directed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 253.

IN ASSEMBLY,

March 4, 1835.

REPORT

Of the committee on claims, on the petition of Isaac Satterly.

Mr. M. H. Sibley, from the committee on claims, to which was referred the petition of Isaac Satterly, asking for a grant of bounty lands to the heirs of Henry Satterly for his services in the war of the revolution,

REPORTED:

This claim was presented to the last House of Assembly, and referred to the committee on claims, which made a report thereon favorable to the petitioner, on the 31st January, 1834. No additional evidence or fact having been exhibited to your committee, they beg leave to refer to that report as embodying all the essential points in the case. (See Ass. Doc. 1834, No. 117.)

Your committee, concurring in the conclusions of that report, have instructed their chairman to ask leave to bring in a bill granting to the heirs of Henry Satterly the sum of six hundred dollars in lieu of bounty lands.

STATE OF NEW-YORK.

No. 255.

IN ASSEMBLY,

March 5, 1835.

REPORT

Of the select committee on the petition of the commissioners appointed to superintend the building of a court-house and jail in Yates county.

Mr. Crain, from the select committee to which was referred the petition of the commissioners appointed to superintend the erection of a court-house and jail, in the county of Yates,

REPORTED:

The petitioners represent that a law was passed at the last session, authorizing the supervisors of the county of Yates to raise a sum not less than five nor more than eight thousand dollars, for the erection of a court-house and jail in said county; and the supervisors have caused to be raised the sum of three thousand dollars, to be appropriated to the erection of said court-house and jail.

The petitioners further represent, that they have commenced the erection of a stone jail, which, when completed, will cost about five thousand dollars, not including two hundred and fifty dollars to be paid for the site on which it is located. And the petitioners state that they have not commenced the erection of the court-house; but they are satisfied that it will cost not less than six thousand dollars, making the whole sum eleven thousand two hundred and fifty dollars.

The petitioners pray that a law may be passed authorizing the supervisors of said county to raise an additional sum of three thou-

and two hundred and fifty dollars, and to authorize the commissioners to borrow from the State, or otherwise, on the credit of the county, such sum or sums as shall be wanted to forward the erection of said court-house and jail.

Your committee having had this matter under consideration, are of the opinion that the prayer of the petitioners ought to be granted.

Your committee, therefore, ask leave to introduce a bill accordingly.

STATE OF NEW-YORK.

No. 256.

IN ASSEMBLY,

March 4, 1835.

REPORT

**Of the select committee on the petition of inhabitants
of Warren county.**

Mr. Hicks, from the select committee to whom was referred the petition of inhabitants of the county of Warren, for an act authorizing the supervisors of said county to raise money by tax for repairing their clerk's office,

REPORTED:

That the petitioners represent that the building erected for and occupied as the clerk's office, in said county, is unfit for the safe keeping of the books, papers, &c., therein deposited, in consequence of the deteriorated state of its roof; and therefore pray the passage of an act, requiring the supervisors of said county to raise by tax, a sum sufficient to defray the expense of repairing the same; and also for constructing an additional room in said building, for the use of the grand jury, and for other public purposes.

A majority of your committee, after duly considering the subject, have come to the conclusion, that the prayer of the petitioners, so far as relates to constructing an additional room in the said building, ought *not* to be granted; for the reason that the occupancy of such room, might endanger the safety of the building, and its contents, intended not only to be fire-proof in itself, but to be secluded from contiguity with any other room or building. But your committee are unanimously in favor of granting so much of the prayer of the petitioners, as seeks the necessary repairs of the building aforesaid. And have therefore directed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 257.

IN ASSEMBLY,

March 5, 1835.

REPORT

Of the Surveyor-General, on the petition of Daniel T. and Thomas W. Newcomb.

To the Speaker of the Assembly.

SIR—The Surveyor-General, to whom was referred the petition of Daniel T. and Thomas W. Newcomb,

RESPECTFULLY REPORTS:

That having examined the Point, a Rock patent, as granted on the 28th February, 1787, to Zepheniah Platt, find it described as containing “all that certain tract of land situate in the county of Washington, on the west side of Lake Champlain. Beginning at balsam fir tree, marked $\frac{ZP}{ZN}$, standing on the west shore of the said lake, at the southeast corner of a tract of thirteen thousand five hundred acres of land, granted by letters patent to Elkanah Deane and others, and running thence along the south bounds of the last mentioned tract, and the continuation thereof west, five hundred and forty chains; then south one hundred and nine chains, to the north bounds of the township of Beekman; then along the same east, five hundred and ninety-eight chains, to the said Lake Champlain; and then northerly along the same, as it winds and turns, to the place of beginning, containing six thousand and one hundred and five acres.”

He finds, further, that the patent granted to Elkanah Deane, for 18,500 acres, is dated on 11th July, 1787. The patent to Wil-
[Assem. No. 257.]

liam Beekman and others, was granted on the 27th March, 1769; and that the Duerville patents, granted to Simeon Metcalf, Robert Boyd, John Taylor, Marinus Willet, John Porteus, John McKesson and John Killy, in accordance with their agreement in severalty, were dated and had effect from the 14th August, 1786.

And having examined the maps and measurements made by Peter J. Bishop, surveyor, and other papers and memorandums presented by the petitioner in support of his claim, it appears that Zepheniah Platt did not limit his survey and location of the western boundary of his patent by the length of chain given in his said patent, but extended it a great distance west into Duerville, and subdivided that portion of his located tract into ten lots of about 300 acres each, viz: Lots No. 9, 10, 11, 12, 13, 22, 23, 24, 25 and 26. It further appears, from the measurement made by Peter J. Bishop, the surveyor, that the length of the north line of Platt's purchase, from the southeast corner of Deane's patent, to the east bounds of the Duerville patent, is 516 chains 80 links, which, after correcting and deducting what he calls "*sag of chain*," makes the distance to be 511 chains 64 links; the complement of which to 540 chains, will leave a deficiency of 28 chains 86 links in the length of his patent.

From another memorandum made by Mr. Bishop, the surveyor, he observes that "the northeast corner of lot No. 10 stands 66 chains west of the east line of Duer's patent."

From the preceding digest of the facts in the petitioners' case, it is evident that lot No. 10 is not properly included in Z. Platt's patent, and consequently the petitioners can have no just claim against the State.

I have prepared a small diagram of Platt's patent and those adjacent, which may aid in the ready comprehension of the above exposition.

All of which is respectfully submitted.

WILLIAM CAMPBELL.

STATE OF NEW-YORK.

No. 258.

IN ASSEMBLY,

March 3, 1835.

REPORT

Of the select committee on the memorial of the common council of the city of New-York.

Nr. Ringgold, from the select committee to which was referred the memorial of the mayor, aldermen and commonalty of the city of New-York, for the passage of an act repealing the law limiting the duration of the ordinances of the common council of said city,

REPORTED:

That the memorialists represent, that great confusion and inconvenience are produced by the provisions of a law of the State passed the 9th day of April, 1813, which limit in their duration all ordinances of the common council of the city of New-York, to a period of three years from their adoption. Whilst your committee perceive that much trouble and perplexity may arise from the necessity of obeying the law in question, they are not aware of any beneficial result arising from its existence, and would therefore recommend that the prayer of the memorialists be granted, and respectfully ask leave to bring in a bill to that effect.

STATE OF NEW-YORK.

No. 259.

IN ASSEMBLY,

March 5, 1835.

REPORT

Of the committee on Indian affairs, on the petition of John Hill, Jenny Hill and Anthony Otsequette.

Mr. Moseley, from the committee on Indian affairs, to whom was referred the petition of John Hill, Jenny Hill and Anthony Otsequette for the payment of the principal sums for which annuities are now paid them by the State,

REPORTED:

That the representations of the petitioners are fully set forth and *confirmed* in the report of the Comptroller made to this House on the 11th ultimo, (Assembly Doc. No. 151,) to which the committee beg leave to refer.

An annuity of \$48 is now paid by this State to John Hill and Jenny Hill, and an annuity of \$24 to Anthony Otsequette. For the reasons stated in the report of the Comptroller above referred to, the committee recommend the passage of a law authorizing the payment of the *principal* sums, (on which said annuities are now paid,) being \$800 to Daniel Bread, for the use of John Hill and Jenny Hill, and \$400 to the said Daniel Bread, for the use of Anthony Otsequette.

The committee ask leave to introduce a bill for that purpose.

STATE OF NEW-YORK.

No. 260.

IN ASSEMBLY,

March 7, 1835.

REPORT

Of the committee on Indian affairs, on the petition of certain members of the First Christian party of Oneida Indians.

Mr. Moseley, from the committee on Indian affairs, to whom was referred the petition of certain members of "The First Christian party of the Oneida Indians," praying for additional remuneration for their lands sold the State in October, 1829,

REPORTED:

The petitioners represent, that a portion of "the First Christian party of the Oneida Indians" have been deterred from migrating to Green Bay by doubts as to the title of the New-York Indians to the lands ceded to them at that place, and also by the repugnance so strongly felt by their people to abandon the place of their birth: That in the spring of 1833, all the lands held by their party were relinquished to the State of New-York, since which time the petitioners have been indebted to the hospitality and charity of their neighbors, "the Second Christian party of the Oneida Indians," for a shelter for themselves and families, and lands from which to derive their sustenance: That wearied by near two years of dependance and necessity, they have at length resolved to turn their backs upon the hunting grounds of their ancestors, and to throw themselves upon the native bounties of the "far west."

The petitioners further represent, that the First Christian party of the Oneida Indians relinquished their lands to the State under a treaty held in pursuance of an act of the Legislature passed in the year 1829: That this act provided that the full value of the lands should be paid to the Indians, to be devoted in the first instance to their removal to Green Bay: That in pursuance of such act, the Indian lands were appraised under the direction of the Commissioners of the Land-Office, at an average value of \$8 per acre, and that the same lands have already been sold by the State at an average price of \$22 per acre. They allege that the lands at the time of the sale by the State, had not increased in value from the time of the purchase of the Indians, and that the great disparity in prices justifies them in the belief that injustice had been done them in the appraisal. In the simplicity of their native dialect, they say, "the State of New-York is rich, the red man is poor—in his need he but asks *justice* from the full hand."

The petitioners further represent, that the embarrassments heretofore attending the removal of their people to Green Bay, have been mainly overcome by the patriarchal influence of Daniel Bread their principal chief: That by his personal exertions, the disputed claim to their lands in Green Bay was settled, and by his untiring efforts the reluctance of his people to migrate was overcome, and a large portion of them prosperously established in their new home: That in effecting these objects, he made repeated journeys from Green Bay to Washington and Albany, and that he has not been recompensed for the time devoted or the expenses incurred by him. They ask that, of the moneys claimed by them of the State, a suitable compensation be made to Daniel Bread for these meritorious services, and that the residue be devoted to the removal and establishment at Green Bay of the remnant of their people yet lingering in this State.

On referring to the act of the Legislature passed 11th February, 1829, "relating to the purchase of lands from the First Christian and Orchard parties of the Oneida Indians," it appears "the person administering the government of this State" was empowered "to purchase and allow each of said parties a *fair price* for their lands," and made it "the duty of the Commissioners of the Land-Office to cause the lands to be appraised." It further appears by the treaty held pursuant to this act on the 8th day of October, 1829, between the Governor of this State and the chiefs

of the First Christian party, (a record of which is in the office of the Secretary of State,) that they relinquished to the State all of their lands then unsold, by an absolute transfer of six hundred acres, reserving to themselves the right of possession to the residue during pleasure.

In the year 1834, the Indians relinquished to the State the possession of all the residue of their lands, and the same were sold by the State in December of that year. Your committee have obtained from the office of the Surveyor-General, a schedule (see exhibit A.) showing the amount of such appraisal, and also the sum for which said lands have been resold. From this schedule it appears that the purchase money amounted to \$15,788.87, and the sum for which the same lands were resold by the State to \$33,270. From this statement is necessarily excluded a lot of seventy-nine acres still belonging to the State, and held at the Surveyor-General's office at \$2,025, and likewise 250 acres granted John Gregg by act of the Legislature at the original appraised value.

It is to be borne in mind that the act authorizing this purchase from the Indians, requires "the expenses incurred by the survey, appraisal and disposition of the lands, and all expenses which may arise in carrying this act into effect," first to be deducted from the purchase money. From this exhibit there would appear to have been a nett gain to the State in the purchase and sale of the lands specified, of \$17,481.13, deducting the interest on the purchase money from the time of the payment to the Indians to the time of the resale by the State.

It is contended in behalf of the petitioners, that the disparity between the amount of the purchase money and the prices since obtained for the same lands, demonstrate that a "fair price" has not been paid them. They disclaim all design to impute unfairness to the appraisers, but insist that some erroneous basis for the appraisal must have been assumed, and that the ordinary variations or errors of men's judgments of value, will not satisfactorily account for so great a discrepancy.

The act authorizing the purchase, provides that "a fair price," shall be allowed the Indians for their lands. Your committee understand this to guarantee to the Indians "the full value," at the time of appraisal. That the Legislature so intended, is not only a

conclusion drawn by the committee from the act itself, but they conceive such a construction most consonant to the principles of justice, and most consistent with the public faith and honor. On inquiry, the committee have been unable to discover that any local causes have contributed to enhance the value of these lands since their purchase from the Indians, and unexplained, they cannot but conclude that the lands were *undervalued*, and that the Indians have not received the equivalent guaranteed to them by the act authorizing the purchase and the treaty held under it.

The first question then, which addresses itself to the committee, is, whether the case presented in behalf of the Indians, is one which, if arising between individuals, and a similar appraisal had been made by referees, relief would be granted in a court of equity. As the rule of law is understood by the committee, an award or appraisal against which a party may be relieved on the ground of insufficiency of damages or inadequacy of price, must be so grossly erroneous as to evince corruption or partiality in the appraisers. There is no evidence which impugns the judgment of the appraisers, except the increased amount produced by the resale; and irreconcilable as is the result, with the idea of an equitable appraisal, the committee may not indulge an opinion which would reflect upon the integrity of the appraisers. But they submit, if it is consistent with the credit of the State, that it should avail itself of the errors of its own agents, at the expense of those who submitted to their arbitrament. Re-appraisals of lands purchased of the State, have repeatedly been made on the application of citizens, alleging the purchase money to exceed the fair value. Would not the same dictates of equity and good conscience prescribe a similar measure of relief to those of whom the State has purchased, on the appraisal of her own citizens, and at a price greatly below the real value?

It has been urged upon your committee, from a source entitled to their highest consideration, that the opening of this purchase and sale from the Indians, might subject the State to similar claims from all who have sold lands to the State. But they cannot admit that considerations of policy should be paramount to the legislative sense of justice; and however inexpedient it might prove as a precedent, they would find it difficult to oppose a re-appraisal of these lands, did not some uncertainty attend the ascertainment of their value at the time of the purchase. Convinced, as they are,

that the benevolent design of the act authorizing the purchase of these lands, has not fully been carried into effect, they deem the petitioners proper objects of legislative liberality and bounty.

Your committee will not urge the strong claims to our sympathy, presented by this once numerous and powerful race, wasting under the resistless operation of great moral causes, and eventually to disappear before the "ceaseless pressure of civilization." But they feel that the dictates of philanthropy and the promptings of public policy, unite to recommend the removal of the remnant within our borders, to the land of refuge, guaranteed to them and their descendants by the plighted faith and honor of the nation.

The petitioners represent that they number 152 souls; that they are anxious to emigrate, but are destitute of the means. On inquiry at the office of the Comptroller, it is ascertained there is now remaining at the treasury \$1,940, (belonging to the whole party,) a sum, as is represented, wholly inadequate to the outfit, expense of removal, and temporary supply in their new residence, of those proposing to migrate.

In view of the whole ground, the committee have concluded to recommend an appropriation for this object, to be disbursed by an agent to be appointed by the Governor, and to act under his instructions.

In addition to the testimony borne by the petitioners to the meritorious services of Daniel Bread, the committee have the assurances of the attorney for the Oneida Indians, and of the resident missionary, that to his prudent, wise and energetic efforts, are we mainly indebted for the removal of the First Christian and Orchard parties; and some of the officers of State bear like testimony to the character and services of Bread. Your committee have a confidence, that any moneys placed in his hands will be religiously devoted to the welfare of his people. In this view, they have designated in the bill presented by them, a sum which they deem proportioned to his actual services and expenditures, in promoting the objects of the government in relation to the Indians.

In conclusion, your committee cannot but express the embarrassment occasioned them by the matters referred to them, and presented in this report; and it is with diffidence they offer the foregoing as the best results of their investigations, and beg leave to introduce a bill accordingly.

STATE OF NEW-YORK.

No. 262.

IN ASSEMBLY,

March 7, 1835.

REPORT

**Of the Attorney-General on the petition of E. Smith
Sweet.**

**ATTORNEY-GENERAL'S OFFICE, }
Albany, March 6, 1835. }**

To the Speaker of the Assembly.

SIR—

I submit herewith a report on the petition of E. Smith Sweet, in pursuance of a reference from the Assembly.

I am with much respect,

Your ob't servant,

GREENE C. BRONSON.

REPORT, &c.

The Attorney-General, to whom was referred, by the Assembly, the petition of E. Smith Sweet, respectfully submits the following

REPORT:

In the year 1831 Joseph Holmes purchased, at a sale by the Surveyor-General, subdivision No. 5 of the literature lot, in the township of Hambden, county of Tioga, paid a part of the purchase money, gave his bond for the balance, and took a certificate of sale from the Surveyor-General. He soon afterwards informed the Surveyor-General that the land was possessed in separate parcels by James Ball and Jeremy Ball, who refused to remove, and requested the necessary measures for obtaining possession. Pursuant to an order of the Commissioners of the Land-Office, the Attorney-General thereupon commenced actions of ejectment against the two Balls; and when the suits were ready for trial, in the county of Tioga, the necessary papers were forwarded to Holmes, (the purchaser,) in a letter from the Attorney-General, of which the following extract contains all that is material to the present inquiry:

" Supreme Court.

| | |
|--------------|---|
| THE PEOPLE, | } |
| vs. | |
| JAMES BALL. | } |
| THE SAME, | |
| vs. | } |
| JEREMY BALL. | |

" Mr. JOSEPH HOLMES,

*" Sir—*Herewith you will receive papers for the trial of these two suits which are brought for the recovery of the possession of subdivision 5 of the literature lot in Hambden, which you lately contracted to purchase of the State. It will be proper for you immediately to see and employ some suitable counsel to try the causes at the next Tioga circuit. Your counsel, after seeing

the papers and this letter, will give all necessary instructions about preparing for trial."

Mr. Holmes received the letter and papers and employed the petitioner, Mr. Sweet, as his counsel. The suits were tried in May, 1832, when the jury found a verdict for the defendant in the suit against Jeremy Ball, and in the other suit were discharged without having agreed on a verdict. A case was made in the suit against Jeremy, and the verdict was set aside by the supreme court and a new trial ordered. In November following both suits were tried and verdicts found for the people. Judgments were perfected in January, 1833, executions issued and the purchaser put in possession. The defendants were insolvent, and the costs, which were taxed against James at \$73.16, and against Jeremy at \$110.40, have not been collected.

The petitioner prepared the causes for trial on both occasions, paid jurors' and witnesses' fees, and attended the trials as counsel. He also prepared a case for the opinion of the supreme court on the first trial of the suit in which a verdict passed for the defendant. His charges for disbursements in the suit against Jeremy Ball are \$9.37, and in the suit against James Ball \$7.75; making together \$17.12. He charges for counsel fees, in one suit \$50, in the other \$40.

On application for the payment of his bills Mr. Sweet was informed that the amount of the disbursements in both suits would be paid; but that neither the Attorney-General nor the Commissioners of the Land-Office had any authority to pay his charges for counsel fees. Mr. Sweet declined receiving the disbursements, without being also paid the other part of his bill. Had he accepted the disbursements, the Attorney-General could have drawn the amount from the treasury, pursuant to 1 Rev. Stat. 179, sec. 3.

Mr. Sweet was not employed by the people, nor by their officer, and his claim for counsel fees, so far as it partakes of a legal character, is against Mr. Holmes. Whether the State ought to pay Mr. Sweet, by way of indemnifying the purchaser against the necessary expenses of obtaining possession of the land, is a question addressed to the discretion the Legislature, and on which it is not supposed that the opinion of the Attorney-General is desired.

Other cases have occurred where lands sold by the State have been occupied at the time by persons who refused to yield the possession, and the purchaser has been driven to the necessity of bringing an action in the name of the people, on obtaining the consent of the Attorney-General, pursuant to 1 Rev. Stat. 180, sec. 10, 11. This course is burdensome to the purchaser. In addition to the delay in obtaining possession, he is frequently compelled to bear the whole expense of the litigation, for the persons who set down upon the public lands without authority are not often able to pay the costs occasioned by their misconduct.

On the re-sale of lands held under a certificate of the Surveyor-General, the statute has provided for the removal of the former occupant without delay, and by means which can not be very expensive. 1 Rev. Stat. 206, sec. 52—55. The case of the two Balls did not fall within this statute. It is respectfully submitted to the consideration of the Legislature whether this provision, with some modifications, should not be extended to other cases of the unauthorized occupation of the public lands. Indictments and actions of trespass are already provided for: 1 Rev. Stat. 209, sec. 72—76: but these remedies have been found both inefficient and expensive. A power to remove the occupant by a summary proceeding would afford a much better protection to the public.

Respectfully submitted.

GREENE C. BRONSON, *Att'y-Gen.*

Albany, March 6, 1835.

STATE OF NEW-YORK.

No. 263.

IN ASSEMBLY,

March 7, 1835.

REPORT

Of the committee on colleges, academies and common schools, on a resolution of the Assembly of the 28th February.

Mr. Clinch, from the committee on colleges, academies and common schools, to which was referred, by resolution of 28th ultimo, the duty of inquiring “into the propriety of so amending the laws of this State, in relation to the distribution of the income of the Literature Fund, as to require that the amount of such fund which may be apportioned to the deaf and dumb institution in the city of New-York, shall be deducted from the total amount of such income, instead of the amount apportioned to the incorporated academies in the first Senate district,”

REPORTED:

That they have duly considered the subject, and are unanimously of opinion that any change in the present mode of distributing the income of the said fund, in the particular alluded to in the resolution under consideration, would be inexpedient.

DOCUMENTS
OF THE
ASSEMBLY
OF THE
STATE OF NEW-YORK,
FIFTY-EIGHTH SESSION,
1835.

ALBANY:
PRINTED BY E. CROSWELL, PRINTER TO THE STATE.
.....
1835.

STATE OF NEW-YORK.

No. 264.

IN ASSEMBLY,

March 3, 1835.

REPORT

**Of the Canal Commissioners relative to the survey of
a canal route from Rochester to Olean.**

The Canal Commissioners, pursuant to the directions of the act authorizing the survey of a canal route from Rochester to Olean, respectfully submit the following

REPORT:

The act directs the Canal Commissioners, during the year 1834, to cause a canal route to be surveyed and examined from Rochester up the valley of the Genesee river to Olean on the Allegany; and report to the next Legislature the result of such survey and examination: Also a side cut from the village of Dansville down the Canaseraga creek to the aforesaid canal, at or near Mount Morris; together with such estimates respecting their cost and productiveness, as the Commissioners may deem necessary for the information of the Legislature, and particularly whether, if completed, the trade on said canals could be diverted into any channels injurious to the interests of this State.

Frederick C. Mills, Esq., a civil engineer, was appointed by the Canal Commissioners to make the examinations, surveys and estimates contemplated by the above recited act. It was directed that said survey and estimate should be based on a canal and its structures similar to the Chenango canal; and that a separate estimate be made of the cost of hammer faced stone locks laid in hydraulic cement.

Mr. Mills has discharged the duty confided to him by his appointment under said act. His report is herewith submitted, and
[Assem. No: 264.]

his maps, plans and profiles, (being somewhat voluminous,) are at the canal room.

By this report it will be seen that this canal, side cut, and the navigable feeders, taking the west side of the river, extends over $122\frac{1}{2}$ miles, has 1057 feet of lockage, and is estimated to cost \$1,890,614.12.

The line surveyed on the east side is $123\frac{1}{4}$ miles in length, has the same amount of lockage, and is estimated to cost \$2,002,285.92.

The above estimates are made for hammer faced stone locks laid in hydraulic cement. If composite locks are made, except in situations where combined locks occur, it will make a deduction in each of the above estimates of \$116,242. The engineer reports that suitable stone can be procured for locks. If this should be so, the Commissioners are of opinion that the locks should be constructed of stone, on at least a portion of the line.

The engineer has not made an estimate of damages to lands through which the canal passes, nor for damages to hydraulic works and water privileges. The appropriation of the necessary quantity of water to supply this canal and side cut, will diminish and injure the hydraulic power of this section of the State.

The Commissioners regret that their pressing duties on the public works committed to their charge, prevented them from personally examining the country through which this canal passes; and more particularly the several prominent difficulties and expensive works which occur on a portion of this canal.

The Commissioners have examined the report, plans and estimates with as much care as time and circumstances would admit, and they believe this service has been performed with industry, fidelity and care. It is probable that the estimated cost of this canal may not materially vary from the cost of actual construction. But it is proper to repeat what has often been said before, that estimates for work so difficult as occurs on a portion of this line of canal, are always uncertain, and generally below the cost of the work. As far as the Commissioners can judge, the quantities appear to be full, and the prices adequate.

It would have been desirable to have presented this report and survey at an earlier day in the session, but it was not completed

and presented by the engineer until very recently. While in the hands of the Commissioners, their report has been delayed by the absence of the Commissioner to whose charge this survey had been assigned. Serious indisposition in his family compelled him to leave this city last week.

The report of the engineer, and the full and intelligent manner in which the whole subject is presented, will indicate the extent of labor that has been performed; and that the length of time which has been occupied has been no more than was necessary.

The present as well as former surveys, shew that a part of the line south of Mount Morris, is difficult and expensive. At the falls, the high lands close upon the river with perpendicular sides, at some places, of nearly 400 feet altitude. In the distance of two miles, the river appears to be a continued succession of falls, descending 274 feet.

Judge Geddes proposed to pass this point, by occupying a part of the bed of the river, and defending the canal by a wall of stone masonry.

Wm. Jones surveyed a part of the route of this canal in 1826, at the instance of the friends of this improvement, and he proposed to pass the canal around the falls in a tunnel, to be cut through a high ridge of land of 21 chains in length; which he appears to have considered practicable, at an expense of \$21,000.

It does not appear that Mr. Jones took the necessary precaution of sinking shafts, in order to ascertain the character of the material to be excavated, but presumed it was rock, and that the expense of an arch way could be avoided.

Mr. Mills states, that after a thorough examination of the country, it was evident, that the route by the river must be adopted, or the high ridge passed by a tunnel. A route for a tunnel, has been surveyed and estimated. Its length is 26 chains, the bottom 204 feet below the top of the ridge, and on the plan of a passage way for two boats, and a towing path of wood, is estimated at \$144,580.97. This estimate includes the expense of an arch of stone masonry.

Shafts appear to have been sunk, to ascertain the nature of the soil to be excavated, and a careful examination, appears to have satisfied the engineer, that this ridge abounds with quick sand.

To construct a tunnel, even under favorable circumstances, is an expensive and difficult work; but to encounter quick sand in such a situation, must be attended with serious consequences, and should be avoided if practicable, though at an increased expense.

The engineer proposes to abandon this tunnel, and pursue the river route, though the distance is increased $1\frac{1}{2}$ miles. On this route it appears, that a point of rock, 98 feet above the bottom of the canal, is encountered, through which it is proposed to pass the canal, by a tunnel 16 chains in length. The location for this tunnel is described as favorable, and the expense of this plan, is \$14,240 less than to cut down the hill. The river route on this plan would cost \$18,651.52 more than the route by the long tunnel.

The summit level of this canal, is $11\frac{1}{2}$ miles long, and the greatest depth of excavation is stated at 12 feet. No particular description is given in the report, of the character of this work, and it is inferred that no difficulties are apprehended.

The engineer proposes to supply the summit level, the canal south to Olean, and north to the place where the first feeder is taken from the Genesee river, a distance of $30\frac{1}{2}$ miles, with 3,484 cubic feet of water per minute. This quantity will give 100 cubic feet per minute per mile, and lockage water for 28 boats passing each way from the summit, every 24 hours. This supply is to be obtained by feeders from the Ischua creek, Lime lake, Fish lake, Beaver and Mud lakes, Black creek, Oil creek, and Little Oil and Swamp creek, which are estimated to furnish, exclusive of loss by evaporation and leakage, 1,556 cubic feet per minute. These lakes are to be so enlarged, by raising the dams at their outlets, as to increase the quantity of water 667 cubic feet per minute. The deficiency, 1,260 cubic feet per minute, is to be provided for by artificial reservoirs, located on the Ischua and Oil creeks.

The engineer speaks favorably of the soil where these reservoirs are located, and the drainage for the reservoir on Ischua creek, is estimated as sufficient to fill this reservoir 11 times, (though filling it once, is only brought into the estimate). The drainage to the other reservoirs would also appear to be sufficient.

The natural outlet for the waters of Lime, Beaver, Mud and Fish lakes, is down the Cattaraugus creek, which empties into Lake Erie, and if they should be diverted, as is proposed by the

engineer, to supply the canal, it would not only create a claim for extensive damages, but might be considered unjust to the country from which the water is diverted.

If the water of these lakes should not be taken, the engineer proposes to supply an equal quantity by additional reservoirs; which he says can be constructed at nearly the same expense, at which the water is obtained from the lakes.

North of the summit, the supply of water must be drawn from the Genesee river, and its tributaries, and an adequate quantity can no doubt be obtained.

In the report in question, it is stated that "from the best information which" could be obtained on the subject, "boats of light burthen can ascend and descend the Allegany river, for about 3 months in the year, and from calculations made whilst at Olean, predicated upon statements made by respectable gentlemen, entitled to credit, and well acquainted with the matter, property may be transported down the river to Pittsburgh, for 25 cts. per 100lb. and up to Olean for \$1.20 per 100lb.

The distance from Olean to Pittsburgh is stated at 280 miles, and the average fall in the river, at $2\frac{1}{2}$ feet per mile. The country on both sides of the river, is represented as very much elevated, and that the hills at some places approach the river, with steep precipitous sides, and at other places recede from the river, where the valley opens to extensive flats. From this description of country, it is evident that this stream must be subject to sudden and high floods.

The average fall per mile in the river between Olean and Pittsburgh, is probably correctly stated; but there can be no doubt that in many places it must be much greater.

Before the construction of the Erie canal, Olean was the depot for the property of the surrounding country, then sent down the Allegany river; and at this place also, great numbers of emigrants annually embarked for the vallies of the Ohio, and the Mississippi, and other parts of the western country.

It is recollected that boats have ascended this river as far as Olean, but it is not supposed that it ever has been done to any considerable extent, for the purpose of carrying property.

A descending navigation could no doubt be extensively used during the continuance of spring floods, and in the fall, if there should be sufficient falling water to swell the river. But this is a precarious navigation, and never could be relied upon to accommodate a regular trade.

On the Susquehanna, the ordinary length of what they term a rafting flood, does not extend beyond 5 or 6 weeks, and in some seasons not more than half this length of time. In the fall the period of navigation is generally short; and it often occurs, that no property is sent down the river.

The average extent of navigation on the Chemung river, is estimated at about 3 weeks, and very little reliance is placed on using the river in the fall.

Business on these rivers generally commences 3 or 4 weeks before the opening of the navigation on the canal, and often extends but a short time beyond it.

It is apprehended, that as connected with canal navigation, the Allegany river would not furnish those certain facilities, in regard to the security of property, saving of time, and expense of transportation, so necessary to ensure a regular and extended business.

It is probable that the country bordering on the Allegany river, as far down the valley as Warren in Pennsylvania, and perhaps to some extent, as far as Pittsburgh, would be supplied with articles of importation, by this canal. But the Commissioners do not believe that a regular trade could be established with the valley of the Ohio and Mississippi, in the direction of this canal, without improving the navigation of the Allegany river, or extending the canal down the valley.

The engineer has furnished what appears to be a correct exhibit of the distances, and expense of transportation, from Olean (if the canal was made) to several Atlantic ports. This part of his report demonstrates, as we think, pretty clearly, that "the trade on" this canal "could not be diverted into any channel injurious to the interests of the State."

Mr. Mills has made a very full, and intelligent exhibit of information which he has collected in reference to the probable amount

of revenue from this canal. The Commissioners have no doubt, that this statement has been made with fidelity, and they have no information in their possession, which would enable them to communicate any additional facts on this point.

WM. C. BOUCK,
In behalf of the Canal Commissioners.

March 2d, 1835.

STATE OF NEW-YORK.

No. 265.

IN ASSEMBLY,

March 7, 1835.

REPORT

Of the select committee on the petition of the farmers, and packers of pressed hay, and also of dealers in that article in the city of New-York.

Mr. Van Bergen, from the select committee to whom was referred the petition of the farmers, and packers of pressed hay, and also of the dealers and purchasers of that article in the city of New-York,

REPORTED:

That the petitioners represent, that the corporation of the city of New-York, by an ordinance of the 14th April, 1834, compel all pressed hay about to be sold in said city, to be inspected and weighed by the city inspector; that they have appointed an inspector of pressed hay, with the compensation of two cents per one hundred weight; that in the opinion of the petitioners, and in which your committee coincide, the Revised Statutes, vol. 1, page 574, have made ample provision to *prevent fraud or imposition in the sale* of the article.

Your committee are satisfied from the representation of the petitioners, and also from other sources of information, that this ordinance is unnecessary and useless in itself, and injurious and oppressive both to the *seller* and the *purchaser*.

To the *seller*, in creating delay in the time necessarily consumed in obtaining the attendance of the inspector, and in the handling, opening, weighing, and re-packing, &c., of a cargo of hay; in causing damage to the hay, inasmuch as its quality cannot be ascertained unless by opening the bundles; and generally, it becomes necessary to land the whole cargo, thereby frequently exposing it to be injured by the weather; that the expense to which the seller is subjected, is burdensome in the extreme, *being about four per cent on the whole value* of the article; that inasmuch as large quantities of hay are brought to the New-York market, for the purpose of being re-shipped for transportation to the southern market, if the bundles are opened by the inspector, it is impossible to restore them to their original compactness, and consequently they are exposed to damage from the operation of the weather.

If they are not opened, the only person benefitted by the operation, is the inspector; and by his placing his inspection brand upon an article, of the quality of which he is ignorant, the *honest* and the *dishonest* seller are put on an equality, and the good and the bad article placed on an equal footing.

The ordinance is injurious to the *purchaser and dealer*, because,

If the inspector opens the bundle, it is materially depreciated, especially for reshipment, and is less convenient to be carried to the purchaser for home consumption.

If not opened, the inspection is of no use, because its quality, except on the outside, cannot be determined.

It drives the seller to other markets, less trammelled, and where this, (as they conceive,) worse than useless practice does not exist.

Because, if relied on, the inspection brand is looked to for security, rather than that of the packer and seller under the statute.

Your committee are therefore of opinion, that the prayer of the petitioners, that an act may be passed, releasing them from the operation of an ordinance so burdensome and oppressive to the seller, so useless to the purchaser, and uncalled for by either, ought

to be granted, and that the seller and the purchaser may be at liberty, the one to sell and the other to purchase this article in the New-York city market, *with or without inspection.*

Your committee have therefore instructed their chairman to prepare a bill for that purpose, and to ask leave to introduce the same.

STATE OF NEW-YORK.

No. 266.

IN ASSEMBLY,

March 9, 1835.

REPORT

Of the committee on claims, on the memorial of Jacob Trumbour.

Mr. M. H. Sibley, from the committee on claims, to which was referred the memorial of Jacob Trumbour, of the town of Saugerties in the county of Ulster, praying for remuneration for services rendered the State,

REPORTED:

The memorialist represents, that in the spring of the year 1829, he was employed, under sections four and five of article one of title nine of chapter nine of the first part of the Revised Statutes, to make surveys of certain portions of the canals of this State, to wit, the Cayuga, Seneca and Oswego canals, and that part of the Erie canal west of Canastota; and also to prepare manuscript maps and field notes thereof.

That, during the years 1829 and 1830 he was assiduously engaged, with his assistants, in the prosecution of the said work; that he accomplished the surveys, and prepared drafts, or rough maps, and field notes of the same.

That a misunderstanding having arisen as to the manner and principles of the said surveys, between the memorialist and Holmes Hutchinson, who was employed to survey the residue of the canals in this State, and the Canal Commissioners, the subject was referred to the Legislature.

Accordingly, in March, 1831, he presented his petition for relief, to this House, (See Assembly Documents of that year, No. 299.) But, owing to the advanced period of the session and the press of other business, it was not then definitely acted upon.

In February, 1832, he renewed his petition in the House, which, together with the subjects connected therewith, were referred to a select committee, consisting of the Hon. Judah Hammond, Tobias L. Hogeboom and John McDonald, with powers to call for persons and papers, and to continue their investigations for thirty days, during the recess of the Legislature, if they should deem it necessary.

This committee entered upon the duties so assigned to them, which they diligently prosecuted for the remainder of the session, and for thirty days after the close of it.

At the extra session of the Legislature, in the summer of 1832, this committee made a full and elaborate report of the result of their minute and ample investigations and their arduous labors, favorable to the claims of the petitioner, and introduced a bill for his relief. (See Assembly Doc. of that year, Nos. 334 and 335.)

In consequence of the alarm excited at that time in all minds, by the prevailing cholera, the bill introduced in accordance with the report was not acted upon; but the Assembly adopted the following resolution:

“Resolved, That the report of the select committee on the petition of Jacob Trumbour, with the evidence accompanying the same, be respectfully referred to the consideration of the next Legislature of this State.” (See Assembly Jour. 1832, page 930.)

In pursuance of this resolution the petitioner, in 1833, again called the attention of the House to his case, and it was again referred to a select committee, consisting of Messrs. Jansen, Stilwell and Dodge. (See Assembly Jour. 1833, page 84.)

This committee reported on the 26th day of January, 1833, favorably to the petitioner. (See Assembly Doc. 51.)

In concluding their report they say, in reference to the report of the select committee of 1832, “Your committee have attentively examined said report, and the evidence upon which it is

founded, and see no cause to differ with the former committee in judgment upon the facts and conclusions therein set forth." And they "therefore respectfully refer the House to the said report and evidence, (which being voluminous it is unnecessary to recapitulate,) and have instructed their chairman to prepare a bill adapted to the case, and ask leave to present the same:" and this committee, by their chairman, did ask and obtain leave to introduce a bill, conforming in its provisions to that recommended by the committee of 1832.

Although this report was made at an early period of the session, yet the petitioner was not able to obtain any definite action of the Legislature on the subject at that session.

In 1834, the subject was again revived by him in this House, and was referred to the committee on claims, which, on the 17th January, made a report favorable to the petitioner, (See Assembly Doc. of that year, No. 37,) and brought in a bill in conformity therewith.

Notwithstanding this claim has been so often and so thoroughly investigated, by former committees of the House, both select and standing, all of whom have recommended it to favorable consideration; yet, the petitioner has not hitherto been able to obtain any definite legislative action, and therefore again repeats his prayer for relief.

No other evidence has been considered by your committee, in this case, than is embodied in the report of 1832, and the documents therewith submitted: indeed the case seems scarcely to admit of any further illustration. The faithful labors of that committee appear to have exhausted the subject, and to spread before the mind all the facts necessary to a correct decision. The time accorded to that committee enabled it to adopt the best possible mode for the ascertainment of exact truth, by the personal examination and cross examination of witnesses, and the careful scrutiny of every document, with all the lights which able counsel, on either side, could cast upon the subject; and, at the conclusion of the whole, full opportunity was afforded for deliberation and for a careful and minute exposition of the case.

These circumstances recommend that report to greater confidence than belongs to the ordinary labors of standing committees,

and a careful examination of it, and the evidence annexed to it, is in the opinion of your committee, due to the petitioner, and ought to be made by every person who is required to pass upon the case.

Such an examination has brought the minds of several successive committees to conclusions favorable to the justice and equity of the claim, and has produced a similar conviction in the minds of your committee. They think that the petitioner ought to be paid a fair compensation for his services and expenses in making the said surveys and maps, so far as he proceeded, and his reasonable disbursements in prosecuting his claim. And they have instructed their chairman to prepare, and ask leave to introduce a bill for this purpose.

STATE OF NEW-YORK.

No. 267.

IN ASSEMBLY,

February 16, 1835.

ANNUAL REPORT

Of the Dutchess County Bank.

DUTCHESS COUNTY BANK, }
Poughkeepsie, Feb. 13th, 1835. }

SIR—

I have the honor to enclose the annual return of this institution, required by the law.

Very respectfully,
Your ob't. servant,

W. CUNNINGHAM,
Cashier.

CHARLES HUMPHREY, Esq.
Speaker.

Statement of the Funds of the Dutchess County Bank (of Poughkeepsie,) February 2d, 1835.

RESOURCES OF THE BANK.

| | |
|---|--------------|
| Notes discounted and other sureties,..... | \$400,636 46 |
| Specie on hand,..... | \$22,125 10 |
| Bills of other specie paying banks,.... | 12,269 00 |

Carried forward,

| | |
|---|--------------------|
| Brought forward, \$ | \$ |
| Checks, sight drafts, &c..... | 11,661 88 |
| Balances due from banks,..... | 7,002 03 |
| Deposited with the Phenix Bank, New-York, for the redemption of our notes,..... | 124,516 42 |
| | <hr/> 177,574 43 |
| Banking house and lot, | 6,500 00 |
| Personal property,..... | 3,028 32 |
| | <hr/> \$587,739 21 |
| | <hr/> |

DUE FROM THE BANK.

| | |
|--|--------------------|
| Stock paid in,..... | \$150,000 00 |
| Bills in circulation,..... | 260,872 00 |
| Balances due other banks for collections,..... | 46,117 07 |
| Individual credits,..... | 113,254 05 |
| | <hr/> \$570,243 12 |
| | <hr/> |

Resources over the liabilities of the bank,. \$17,496 09.

Dutchess County, ss.

James Emott, president, and Walter Cunningham, cashier of the Dutchess County Bank, being sworn, depose and say, that the foregoing is a full and true account of the funds and property of the bank; that the amount of the capital stock subscribed and paid in, is \$150,000; and that the amount of specie above stated, is bona fide the property of the bank, and has not been borrowed or in anywise obtained with the view to make this return. And these deponents further say, that since the last annual return, the bank has kept an account in the city of New-York, in the Phenix Bank, in order to have its bills receivable and current in New-York, so that its bills might pass in the State and elsewhere without discount; and the directors have accordingly ordered such surplus funds as were not needed at the bank for its ordinary business, to be sent to the Phenix Bank to redeem its paper there; and that the sum above stated as being in the Phenix Bank, are the funds of this bank placed there for the aforesaid purpose. And these deponents further say, that balances due other banks, as

stated above, are for collections recently made for such banks, and not yet remitted.

JAMES EMOTT,
WALTER CUNNINGHAM.

Sworn this 18th February, }
1885, before me, }

CHARLES H. RUGGLES,
Circuit Judge.

STATE OF NEW-YORK.

No. 268.

IN ASSEMBLY,

February 11, 1835.

ANNUAL REPORT

Of Jeffry Hand, an Inspector of Lumber in and for
the city and county of New-York.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

The subscriber, an inspector of lumber in and for the city and county of New-York, begs leave, in conformity to the laws of the State, to submit herewith his annual report of lumber inspected, together with the average prices and amount of fees received, for the year ending the 31st day of December, 1834.

| Feet. | | Per M. |
|---------|-------------------------------------|--------|
| 127,600 | eastern pine timber, merch't..... | \$14 |
| 65,487 | “ “ refuse, | 7 |
| 132,932 | “ spruce timber, merch't..... | 12 |
| 48,510 | “ “ refuse,..... | 6 |
| 75,829 | “ pine boards, merch't. | 16 |
| 26,243 | “ “ seconds, | 11 |
| 41,251 | “ “ refuse,,... | 8 |
| 51,478 | “ spruce boards, merch't..... | 13 |
| 19,237 | “ “ refuse, | 6½ |
| 125,023 | northern pine, clear,..... | 28 |
| 14,028 | “ “ merch't..... | 16 |
| 10,326 | “ “ refuse, | 8 |
| 103,641 | “ box boards, measured,..... | 12 |
| 36,492 | western spruce timber, merch't..... | 16 |
| 32,329 | “ “ refuse, | 8 |

| Feet. | | Per M. |
|--------|---|---------------|
| 53,525 | southern yellow pine, merch't..... | \$24 |
| 18,128 | " " refuse, | 12 |
| 20,275 | Egg-Harbor sheathing, merch't..... | 13 |
| 17,415 | " " refuse, | 6½ |
| 32,123 | cedar boards, merch't..... | 20 |
| 18,672 | " " refuse, | 10 |
| 15,822 | beech, birch and maple, merch't..... | |
| 5,727 | " " " refuse, | |
| | 156,000 cypress shingles,..... | 3½ |
| | 58 tons 14 ft. N. R. pine tim'r, merch't. | |
| 10 | 5 " " refuse, . | |
| 61 | 4 locust timber, merch't.. | 60 to 80 cts. |
| 10 | 11 " " refuse, . | 30 to 40 cts. |
| | 216 in. oak and spruce knees, merch't.. | |
| | 46 " " refuse,.. | |
| 64,827 | white wood boards and plank, merch't..... | \$18 |
| 15,248 | " " " refuse, | 9 |
| 28,241 | locust timber and joist, merch't..... | |
| 12,028 | " " " refuse, | |
| 6,053 | ash plank and boards, merch't..... | |
| 1,520 | " " " refuse, | |

Fees, \$470 46.

JEFFRY HAND, *Inspector.*

New-York, January 24, 1835.

STATE OF NEW-YORK.

No. 269.

IN ASSEMBLY,

February 16, 1835.

ANNUAL REPORT

**Of Epaphras Warren, an Inspector of Beef and Pork
in the county of Tompkins.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

I, Epaphras Warran, inspector of beef and pork for the county of Tompkins, residing in the village of Ithaca, do report, that during the year ending on the 1st day of January, instant, I have inspected 102 barrels of mess pork, 106 barrels prime pork, and 20 barrels of cargo pork.

About two-thirds of the above inspected pork was still fatted, the other third was fatted on corn, and was all well fatted, and was of a good quality.

The average value was fourteen dollars for mess, eleven for prime, and nine for cargo per barrel.

The amount of fees that accrued from my office during the year, was \$57.

EPAPHRAS WARREN, *Inspector.*

Ithaca, January 30, 1835.

STATE OF NEW-YORK.

No. 270.

IN ASSEMBLY,

February 7, 1835.

ANNUAL REPORT

**Of E. L. Boynton, an Inspector of Beef and Pork
in the city of Troy.**

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

I, Ebenezar L. Boynton, an Inspector of beef and pork, residing in the city of Troy, in the county of Rensselaer, do certify and report, that since the 1st day of February, 1834, I have inspected 1,547 bbls. of beef, as follows, viz:

| | | | |
|--|-------|--------|----------|
| 976 bbls. prime beef,..... | worth | \$6 00 | per bbl. |
| 501 bbls. mess beef,..... | | 9 00 | " |
| 30 $\frac{1}{2}$ bbls. mess beef,..... | | 5 50 | " |
| 21 bbls. cargo beef,..... | | 5 00 | " |
| 6 bbls. bull beef,..... | | 4 50 | " |
| 10 bbls. neck beef,..... | | 3 00 | " |

And that during the time aforesaid, I have inspected 1,153 bbls. of pork, as follows, viz:

| | | | |
|-------------------------------|-------|--------|----------|
| 625 bbls. prime pork,..... | worth | \$9 00 | per bbl. |
| 436 bbls. mess pork,..... | | 15 00 | " |
| 59 bbls. thin mess pork,..... | | 14 00 | " |
| 23 bbls. cargo pork,..... | | 7 00 | " |
| 5 bbls. sour prime pork,..... | | 6 50 | " |
| 4 bbls. rusty prime,..... | | 7 00 | " |
| 1 bbl. rusty prime,..... | | 12 00 | " |

Fees on 2,600 bbls. beef and pork, at 15 cts. per bbl... \$390 00

E. L. BOYNTON, *Inspector.*

Troy, Feb. 1, 1835.

[Assem. No. 270.]

STATE OF NEW-YORK.

No. 271.

IN ASSEMBLY,

March 9, 1835.

REPORT

**Of the select committee on the petition R. L. Parker,
and others.**

The select committee to whom was referred the petition of Rebecca L. Parker, and the wardens and vestry of St. John's church, at Delhi, in the county of Delaware, praying for the confirmation of the last will and testament of Daniel Cameron, deceased; and also the petitions of William Thompson and Marion Thompson, and of John Ladd and Nancy Ladd, praying that the estate of said Cameron should be granted to them respectively,

REPORTED:

That it is represented by the above mentioned petition, that Daniel Cameron, late of the town of Delhi aforesaid, died of a short illness at that place, on or about the 15th day of October last, in the twenty-fifth year of his age, leaving property, including both real and personal, to the amount of about twelve hundred dollars.

It appears from the said petition, that said Cameron, at the time of his death, was unmarried, and a bachelor, and left no relations or next of kin, capable of inheriting his property, or taking it under the statute of distributions.

It also appears, that on the 10th day of October last, during the illness of said Cameron, he requested doctor Ebenezer Steele, his attending physician, to draw his will, and instructed him how he wished it drawn, and what disposition he wished to have made of

[Assem. No. 271.]

his property; that a will was accordingly drawn by doctor Steele, according to said instructions, in the words following:

“ In the name of God, amen:—I, Daniel Cameron, of the town of Delhi, in the county of Delaware, do make and declare this to be my last will and testament, revoking all others by me heretofore made:

“ *First.* I commit my soul into the hands of Almighty God, and rely on the merits of his son Jesus Christ for salvation; and direct my body to be decently buried, and a suitable monument to be erected to point out the place of my remains.

“ *Secondly.* I direct all my just debts to be paid.

“ *Thirdly.* I give and bequeath unto Rebecca L. Parker, daughter of Amasa Parker, of Delhi, five hundred dollars.

“ *Fourthly.* All the rest and residue of my estate, whether real or personal, I give and bequeath unto the wardens and vestry of St. John's church, in Delhi, and their successors in office, to be appropriated as they shall think most prudent, in paying of the debts due in the construction and furnishing of the edifice, and for the future support of the rector thereof.

“ *Lastly.* I appoint doct. Ebenezer Steele the executor of this, my last will and testament.

“ In witness whereof, I have hereunto set my hand and seal, this 18th day of October, 1834.

[L. S.]

“ Signed, sealed, published, and declared to be the last will and testament of Daniel Cameron, in the presence of us, who have hereunto set our names at his request, as witnesses.”

That after said will was drawn, it was read to said Cameron by doctor Steele, and said Cameron expressed his entire approbation of its contents, and said it was every way agreeable to his wishes, and in conformity to his instructions. Witnesses were called to witness said will, but said Cameron complained that his hand was weak and so much affected, that he could not write his name, and requested doct. Steele to do it for him; but that doct. Steele be-

lieving it was necessary to the due execution of said will, that said Cameron should subscribe it in his own hand writing, the business was suspended, and soon after said Cameron became deranged, and incapable of executing said will, and so remained until his death.

It appears from the affidavits of doctor Steele, the attending physician, and Joel Eaton and Elizabeth Moore, two of the nurses of said Cameron during his last illness, that he was of sound and disposing mind and memory on the day on which said will was drawn up as aforesaid, and read to said Cameron by said Steele, though at times a little flighty for a moment on awaking from sleep.

The affidavits of Elizabeth Robinson and Eliza Root, produced to your committee, shew that Cameron was weak, and his mind wandering and delirious during most of the day on which his will was drawn, and read to him as aforesaid.

All who have appeared before your committee in relation to the matter referred to them, have given to doctor Steele a high character for intelligence and integrity. He swears positively to the competency of the said Cameron to make a will at the time he directed him to draw up his will, and at the time it was read over to him as aforesaid. Your committee are therefore of the opinion that Cameron was at that time, of sound and disposing mind and memory, and competent to make a valid will.

Under the circumstances above stated, the said Rebecca L. Parker and the wardens and vestry of said church, ask that the property of the said Cameron may be disposed of according to the terms of said will.

On the part of William Thompson and Marion Thompson, it is represented that the property of said Cameron formerly belonged to James Davie, late of the said town of Delhi, deceased; that after the death of the father of the said Cameron, his mother was married to said Davie, and that said James Davie died without children, on or about the 8th of March, 1892, leaving his widow, Cameron's mother, who survived her said second husband about two weeks; that said Davie left personal property to the amount of over \$2,000, and a will by which he gave his property to his relatives in Scotland; that on application to prove said will before the surrogate of Delaware county, probate of the same was opposed by Henry Davie and said Cameron, on the ground of

the insanity of said James Davie at the time he executed said will; and after a trial before said surrogate, the said will of the said James Davie was, on or about the 30th May, 1832, declared void and inoperative. By this decision, which was never appealed from, the property left by said James Davie, vested, under the Revised Statutes, in his widow, the mother of the said Cameron, and on her death, belonged to the said Daniel Cameron. It is represented that the said Marion Thompson, wife of the said William Thompson, is the sister of the said James Davie, and she asks that a portion of the property of said Cameron should be given to her.

It appears from the affidavit of Henry Davie, that Thompson and his wife did not arrive in this country in time to appeal from the decree of the surrogate, setting aside the will of the said James Davie. They now seek to impeach that decision, by showing that unfairness was used in opposing the probate of said will. Your committee have examined the minutes of testimony taken before the surrogate on the hearing before him, as to the validity of said will, and from that testimony, they are of opinion that the decision of the surrogate was correct. But the surrogate had jurisdiction of the question, and it would, in the opinion of your committee, be establishing a dangerous precedent to reverse that decision in any other manner than by an appeal under the statute.

By the petition of John Ladd and Nancy Ladd, it is represented that the said Nancy was brought up in the family of the mother of the said Daniel Cameron, and that soon after the property came to the possession of the said Daniel in 1832, the said Daniel Cameron gave to the said Nancy Ladd all the household furniture, (a part of which was subsequently returned to said Cameron,) and offered to give to said Nancy Ladd the sum of three hundred dollars; that in consequence of the intimacy existing between the said Cameron and the said Nancy Ladd, it was the intention of said Cameron to leave to her a portion of his property; and the said John Ladd and Nancy Ladd ask that the whole or a portion of said property should be granted by the Legislature to them.

In the opinion of your committee, it is now too late to raise the question whether James Davie was or was not competent to execute the will. The decision of the surrogate not having been appealed from is final and conclusive. If this view be correct William and Marion Thompson can not now claim the property under the will which has been set aside.

Cameron died without heirs, and upon his death the State became the absolute owner of his property. There can be no doubt therefore, that the Legislature have full power to dispose of it in such manner as they shall think proper.

It is believed that the will was drawn pursuant to the directions of Cameron, and approved of by him. Had the attending physician been acquainted with the legal requisites on the execution of a will, it would have been legally executed at the time, and the business would not have been postponed until it was too late to execute it.

The intention of Cameron as to the disposition of his property was, therefore, as clearly expressed as if the will had been executed by him, although the strict forms of law were not complied with. Your committee are of opinion that the intention of the deceased ought in justice to be carried into effect. It was not the object or design of the law by which the property of the deceased became forfeited to the State, to take advantage of technical omissions, for the purpose of putting money into the treasury against the clearly expressed will of the deceased.

Your committee therefore ask leave to introduce a bill for carrying into effect the intention of the said Cameron.

STATE OF NEW-YORK.

No. 272.

IN ASSEMBLY,

March 9, 1835.

REPORT

Of the committee on claims, on the petition of Major Watson.

Mr. M. H. Sibley, from the committee on claims, to which was referred the petition of Major Watson, for a grant of bounty land,

REPORTED:

The petitioner represents, that on the 11th day of March, 1777, he enlisted, *for three years*, as a private soldier in Capt. McCracken's company, of the first New-York regiment, and immediately joined the American army at Fort Edward, where he remained until it was evacuated in September of that year: that, while on the march from that station he was taken sick, and removed to his father's house: that he rejoined the army as soon as he was fit for duty; fought the enemy at the battles of Stillwater and of Monmouth; was taken prisoner by the Indians, on the 23d day of July, 1779, together with Lieut. William Seudder, and thirty-two others, who were subsequently ransomed; but, that the Indians refused to relinquish the prisoner, at any price, and kept him prisoner about two years, when he made his escape at Lachine, and put himself under the protection of Col. Campbell, a British officer at Montreal, where he was detained as a prisoner of war until the peace.

For such services and sufferings the petitioner asks a grant of bounty land, or of money in lieu of it.

The petitioner further states, that he made an application for bounty land about forty years ago, which was rejected, because his name was not found on the balloting book, or on any records of the war department: that he had not since ascertained that any evidence of his services existed, until some time in the month of October last, when he was informed, by Isaac Wood, Esq. of Aurora, that it might be found in the office of the Secretary of State.

The facts set forth in the petition are verified by the oath of the petitioner; an affidavit of David Dewey and Elnathan Mason, to the good character of the petitioner for truth, is also produced.

The only record evidence of the petitioner's services is found in Neely's Register, by which it appears that he enlisted in captain McCracken's company of the first New-York regiment, on the 11th day of March, 1777, for three years; deserted, on the 7th day of September in the same year; rejoined the army, on the 5th day of March, 1778; and was taken prisoner by the Indians, on the 23d day of July, 1779.

The petitioner has appeared, personally, before your committee and denied that he deserted from the service, as stated in Neely's Register, but insists that he continued a faithful soldier from the time of his enlistment until he was captured by the Indians; and he has rendered it more than probable, in the minds of your committee, that the note of his desertion was hastily and erroneously made, in consequence of his being compelled, by sickness, suddenly to leave the army, while on its march.

But, after this lapse of time, and because the petitioner's case is not within the terms of the bounty land law, the committee recommend that his prayer be denied; and have instructed their chairman to ask leave to introduce the following resolution:

Resolved, That the petition of Major Watson, for a grant of bounty land be denied, and that he have leave to withdraw his petition.

STATE OF NEW-YORK.

No. 273.

IN ASSEMBLY,

February 20, 1835.

ANNUAL REPORT

**Of H. A. Simmons and Daniel Gordon, Inspectors of
sole leather for the city and county of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

Return of sole leather inspected by H. A. Simmons and Daniel
Gordon, two of the inspectors of sole leather for the city and
county of New-York, for the year ending 31st January, 1835.

Total number of sides, 315,000, estimate weight per
side, 15 lbs. total lbs. 4,721,445; average value per
lb. 14 cts. total amount,..... \$661,002 80

RECAPITULATION.

| | Sides. |
|--------------------------------|---------------|
| Hemlock, good stamp, | 244,800 |
| “ damages, | 62,200 |
| Oak tanned, mostly good, | 8,000 |
| | <hr/> 315,000 |

Fees for inspection, 2 cts. per side,.. \$6,030 00

Deduct expenses,..... 904 07

Nett proceeds,..... \$5,125 93

All which is respectfully submitted.

H. A. SIMMONS,
DAN'L GORDON.

Inspectors.

New-York, Feb. 1, 1835.

[Assem. No. 273.]

STATE OF NEW-YORK.

No. 274.

IN ASSEMBLY,

February 13, 1835.

ANNUAL REPORT

Of Samuel Howell, an Inspector of Lumber.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

Returns of lumber inspected and measured for the year 1834, commencing 1st January, and ending 31st December.

| | Superficial Feet. |
|--|-------------------|
| Locust timber, 4,996 cubic feet, or..... | 59,952 |
| Red cedar, 3,952 " or..... | 47,424 |
| Oak, 11,098 " or..... | 132,776 |
| White pine and spruce,..... | 725,225 |
| Chesnut scantling,..... | 98,497 |
| White pine boards,..... | 94,225 |
| Cedar boards,..... | 29,248 |
| Yellow pine plank,..... | 122,440 |
| Oak plank,..... | 179,503 |
| Ash plank,..... | 68,233 |
| Maple scantling,..... | 43,988 |
| | <hr/> |
| | 1,601,511 |
| | <hr/> |

Fees,..... \$591.46.

SAM'L HOWELL, *Inspector.*

STATE OF NEW-YORK.

No. 275.

IN ASSEMBLY,

February 19, 1835.

ANNUAL REPORT

**Of James Radliff, Inspector-General of Staves for
the city and county of Albany.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

I, the undersigned, James Radliff, inspector-general of staves for the city and county of Albany, hereby make report to your honorable body, the number and qualities of staves and heading inspected in said city, from the 1st day of January, 1834, to the 1st day of January, 1835, viz:

321,070 prime pipe staves,
104,037 cull pipe staves,
859,694 prime hhd. staves,
127,776 cull hhd. staves,
357,701 prime bbl. staves,
153,719 cull bbl. staves,
12,286 prime hhd. heading,
1,884 culls.

1,438,167

Fees, at 10 cts. per M. \$143.82

JAMES RADLIFF, *Inspector.*

STATE OF NEW-YORK.

No. 276.

IN ASSEMBLY,

February 12, 1835.

ANNUAL REPORT

**Of Israel Sloan, Jun., an Inspector of Beef and Pork
for the county of Onondaga.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

The undersigned, inspector of beef and pork in the county of Onondaga, would respectfully report, that he has inspected, for the year ending December 31, 1834, the following quantity of pork and beef, as follows, to wit:

| | | |
|---|------|-------------------------|
| 427 bbls. mess pork,..... | \$14 | \$5,978 00 |
| 778 bbls, prime pork,..... | 9 | 7,002 00 |
| 176 bbls. mess beef,..... | 8 | 1,408 00 |
| 1,580 bbls. prime beef, sold at Auburn and Sing-Sing prisons at..... | 5 | 7,900 00 |
| <hr/> 2,961 <hr/> | | <hr/> \$22,288 00 <hr/> |

Fees, deducting expenses,.... \$105.

All which is respectfully submitted.

ISRAEL SLOAN, Jr., *Inspector.*

Pompey, Feb. 5, 1835.

[Assem. No. 276.]

STATE OF NEW-YORK.

No. 277.

IN ASSEMBLY,

February 16, 1835.

ANNUAL REPORT

**Of James B. Grant, an Inspector of sole leather for
the county of Yates.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

The number of sides of sole leather I have inspected since my appointment in August last, are fourteen hundred and eighty-seven.

Fees, \$59.48.

JAMES B. GRANT, *Inspector.*

STATE OF NEW-YORK.

No. 278.

IN ASSEMBLY,

February 9, 1835.

SECOND ANNUAL REPORT

**Of the Trustees of the Greenwich Savings Bank, for
the year 1834.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

GREENWICH SAVINGS BANK, }
January 1, 1835. }

Pursuant to the provisions of an act entitled "An act to incorporate the Greenwich Savings Bank," the trustees now beg leave to present their second

REPORT, AS FOLLOWS:

First.—That the trustees have received from one thousand three hundred and nine depositors, from 1st of January, 1834, to the 31st day of December, 1834, the sum of eighty-nine thousand nine hundred and fifty-nine dollars and thirty-nine cents, in the following manner:

| | | |
|--------------------------|----------------------|-------------|
| In the month of January, | from 136 depositors, | \$13,153 51 |
| “ “ February, | “ 84 “ | 2,826 70 |
| “ “ March, | “ 117 “ | 7,327 66 |
| “ “ April, | “ 72 “ | 4,596 39 |
| “ “ May, | “ 84 “ | 6,770 56 |
| “ “ June, | “ 160 “ | 9,355 10 |
| “ “ July, | “ 94 “ | 6,570 25 |

Carried forward, \$

| | | | | | |
|------------------------------|----------------------|--|--|--|-------------|
| . Brought forward, | | | | | \$ |
| In the month of August, | from 120 depositors, | | | | 10,516 78 |
| " " September, | " 123 " | | | | 8,135 48 |
| " " October, | " 72 " | | | | 8,472 65 |
| " " November, | " 71 " | | | | 3,890 19 |
| " " December, | " 176 " | | | | 13,344 12 |
| | | | | | <hr/> |
| | | | | | 1,309 |
| | | | | | <hr/> |
| | | | | | \$89,959 39 |
| | | | | | <hr/> |

of which number, 400 are new accounts opened with the bank,
and 909 are re-deposits.

1,309

Second.—That the sum of forty-two thousand three hundred and forty-five dollars and twenty-five cents, has been drawn out by five hundred and ninety-six depositors. Of this number, one hundred and fifty have closed their accounts.

| | | |
|--------------------------|-----------------|-------------|
| In the month of January, | paid 47 drafts, | \$2,947 09 |
| " " February, | " 41 " | 2,423 12 |
| " " March, | " 55 " | 6,437 42 |
| " " April, | " 58 " | 6,492 42 |
| " " May, | " 47 " | 2,459 86 |
| " " June, | " 50 " | 2,843 75 |
| " " July, | " 55 " | 3,871 77 |
| " " August, | " 55 " | 2,962 33 |
| " " September, | " 37 " | 2,089 89 |
| " " October, | " 61 " | 4,945 79 |
| " " November, | " 50 " | 3,047 17 |
| " " December, | " 40 " | 1,884 64 |
| | | <hr/> |
| | | 596 |
| | | <hr/> |
| | | \$42,345 25 |
| | | <hr/> |

Third.—The depositors have been classed under the following heads of professions and occupations.

| | | | |
|---------------------------|---|-------------------------|---|
| Apprentice, | 1 | Brass-turner, | 1 |
| Boarder, | 1 | Blind-maker, | 1 |
| Bleacher, | 1 | Bakers, | 6 |
| Boarding-house keepers, . | 4 | Blacksmiths, | 4 |
| Broker, | 1 | Bricklayer, | 1 |
| Boot-maker, | 1 | Builder, | 1 |

| | | | |
|---|----|---|-----|
| Carpenters, | 32 | Pavers, | 1 |
| Cook, | 1 | Pedlars, | 3 |
| Copperplate printer, | 1 | Physicians, | 4 |
| Clerks, | 15 | Portrait painter, | 1 |
| Cartmen, | 7 | Printers, | 4 |
| Collector, | 1 | Plasterers, | 4 |
| Cabinet-makers, | 6 | Paper carrier, | 1 |
| Cordial and liquor dealer, .. | 1 | Porter, | 1 |
| Coal dealer, | 1 | Porter-house keeper, | 1 |
| Clerk in post-office, | 1 | Shoemakers, | 12 |
| Card-factory man, | 1 | Servants, | 5 |
| Coachman, | 1 | Sawyers, | 3 |
| Comb-maker, | 1 | Stone-cutters, | 10 |
| Cordwainers, | 2 | Shoe-binder, | 1 |
| Cap-maker, | 1 | Store-keeper, | 1 |
| Dyer, | 1 | Shot iron maker, | 1 |
| Domestics, | 20 | Seamstresses, | 11 |
| Deputy keeper of Peni- tentiary, | 1 | Silversmith, | 1 |
| Embroiderer, | 1 | Sweep driver, | 1 |
| Farmers, | 8 | Sexton of church, | 1 |
| Fisherman, | 1 | Sash makers, | 2 |
| Gardeners, | 4 | Surgeon U. S. N., | 1 |
| Grocers, | 14 | Shop-keeper, | 1 |
| Gilders, | 2 | Student of divinity, | 1 |
| Gate-manufacturer, | 1 | Sugar refiner, | 1 |
| Glover, | 1 | Ship-carpenter, | 1 |
| House-keeper, | 1 | Slater, | 1 |
| House-carpenters, | 3 | Ship-master, | 1 |
| House-maid, | 1 | Stock-maker, | 1 |
| Jeweller, | 1 | Tailors, | 11 |
| Keeper of State prison, .. | 1 | Tailoresses, | 14 |
| Laborers, | 14 | Teller, | 1 |
| Laboring woman, | 1 | Turner, | 1 |
| Masons, | 23 | Toll-gatherer, | 1 |
| Marble cutters, | 2 | Thread winder, | 1 |
| Marble polishers, | 2 | Teacher, | 1 |
| Merchants, | 6 | Tin-plate worker, | 1 |
| Manufacturer, | 1 | Umbrella maker, | 1 |
| Milk-men, | 3 | Victuallers, | 3 |
| Matron of Magdalen In- stitute, | 1 | Varnishers, | 2 |
| Machinists, | 2 | Weavers, | 3 |
| Milliners, | 3 | Wheel-wrights, | 3 |
| Moulder, | 1 | Waiters, | 2 |
| Mate of Vessel, | 1 | Watch-maker, | 1 |
| Miner, | 1 | Water carrier, | 1 |
| Notary public, | 1 | Not described, being mi- nors, orphans, appren- tices, &c., | 50 |
| Night Scavenger, | 1 | | |
| Nurses, | 2 | | 400 |
| Oil pedlar, | 1 | | |
| Painters, | 2 | | |

DESCRIPTION OF PERSONS.

| | | | |
|-------------------------|----|-----------------------------|------------|
| Widows, | 21 | Trustees' deposits in trust | |
| Minors, | 17 | for children, orphans, | |
| Single women, | 48 | apprentices, &c..... | 50 |
| Coloured persons, | 8 | | <u>144</u> |

Fourth.—The deposits have been made in the following sums:

| | | | |
|--------|----------|------------------|--------------|
| From | 1 to | 5 dollars, | 138 |
| " | 5 to | 10 " | 178 |
| " | 10 to | 20 " | 233 |
| " | 20 to | 30 " | 153 |
| " | 30 to | 40 " | 85 |
| " | 40 to | 50 " | 119 |
| " | 50 to | 60 " | 57 |
| " | 60 to | 70 " | 20 |
| " | 70 to | 80 " | 29 |
| " | 80 to | 90 " | 16 |
| " | 90 to | 100 " | 83 |
| " | 100 to | 200 " | 115 |
| " | 200 to | 300 " | 36 |
| " | 300 to | 400 " | 20 |
| " | 400 to | 500 " | 12 |
| " | 500 to | 600 " | 4 |
| " | 600 to | 700 " | 3 |
| " | 700 to | 800 " | 3 |
| " | 1,000 to | 2,000 " | 2 |
| " | 2,000 to | 3,000 " | 1 |
| " | 3,000 to | 4,000 " | 1 |
| Total, | | | <u>1,309</u> |

RECEIPTS.

| | |
|--|---------------------|
| From July 1, 1833, to Jan. 1, 1834, by 888 dep.. | \$78,099 09 |
| From Jan. 1, 1834, to Jan. 1, 1835, by 1,309 dep.. | 89,959 35 |
| | <u>2,197</u> |
| Carried forward, | <u>\$168,058 48</u> |

Brought forward;..... \$168,056 48

REPAID.

From July 1, 1833, to Jan. 1, 1834, to 107

drafts, 7,111 25

From Jan. 1, 1834, to Jan. 1. 1835, to 596

drafts, 42,345 25

Total drafts, 703.

Balance,

49,456 50

\$118,601 98

The funds of the institution are invested in, and consist of

1st. Funded debt of Pennsylvania 5 per cents, at the

par value,..... \$20,000 00

½ per cent and charges paid thereon,..... 75 04

Funded debt of Ohio canal 6 per cents, at par

value, 15,000 00

17 per cent premium and charges paid thereon, 2,593 87

2d. Temporary loan to the Greenwich Bank, at the

rate of 5 per cent per annum, 82,489 20

\$120,158 11

Present value of Pennsylvania 5 per cents is..... 108

Present value of Ohio canal 6 per cents is..... 122½

GEORGE SUCKLEY, *President.*

B. B. HOWELL, *Secretary.*

STATE OF NEW-YORK.

No. 279.

IN ASSEMBLY,

February 9, 1835.

ANNUAL REPORT

**Of Henry Strang, an Inspector of Beef and Pork in
the county of Westchester.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

The undersigned, being an inspector of beef and pork in the town of Rye, Westchester county, State of New-York, hereby certifies, that the following statement below is the number of barrels of provisions inspected by him since the 1st day of January, 1834, up to the 1st day of February, 1835; also stating the value, quality, quantity and fees for inspection, viz:

| | | |
|---------------------------|---------------|------------|
| 93 bbls. mess pork,..... | \$14 per bbl. | \$1,302 00 |
| 40 bbls. prime pork,..... | 9 “ | 360 00 |

Fees on 133 bbls. of pork, 15 cts. per bbl... \$19.95.

The inspector in the country goes to the yards where the barreller or merchant puts up their provisions, and the expense of coopering, pickling, &c, is paid by the said barreller, but all under the inspection of the inspector.

HENRY STRANG, *Inspector.*

Rye, Westchester county, Feb. 1, 1835.

STATE OF NEW-YORK.

No. 280.

IN ASSEMBLY,

March 10, 1835.

REPORT

Of the committee on Indian affairs, upon the engrossed bill, entitled “An act directing the sale to William Page, of 100 acres of land in the New-Stockbridge or Oneida reservations.”

Mr. Moseley, from the committee on Indian affairs, to whom was referred the engrossed bill from the Senate, entitled “An act directing the sale to William Page, of one hundred acres of land in the New-Stockbridge or Oneida reservations,

REPORTED:

The facts upon which the claim of the petitioner is based, are very fully set forth in the elaborate report to the Senate, which accompanies this bill, (see Senate Document, No. 29.) Your committee were naturally inclined to adopt the reasoning, and concur in the conclusions of that report; but compelled as they are upon further reflection to dissent therefrom, they proceed briefly to assign the reasons which have governed them.

The claim of the petitioner is founded upon certain loans made by him to the chiefs of the Orchard party of Oneida Indians, to facilitate the removal of the Indians to Green Bay, in the territory of Michigan. The chiefs were duly authorized by their party to borrow money for that purpose; and on applying to the petitioner for the loan, “they promised to secure to him, in their treaty with the State of New-York, the pre-emption right to a certain quantity of their land.” Subsequently, in their treaty with the Commis-

sioners of the Land-Office, for the sale of their lands to the State, the Indians sought to fulfil their agreement with the petitioner, and likewise endeavored to obtain the assent of the Governor thereto; "but they were informed that such a reservation in behalf of the petitioner would be illegal, and could not be recognized by the Commissioners,"

On referring to the 12th sec. 7th art. of the Constitution of this State, it will be seen that "no contract for the sale of lands in this State, made with the Indians, shall be *valid*, unless made under the authority and with the consent of the Legislature."

The 11th sec. 2d art. 1st chap. 1st part of the Revised Statutes, repeats this provision of the Constitution, and the next section prescribes that "no Indian residing within this State, can make any contract for or concerning the sale of any lands within this State, or in any manner give, or otherwise dispose of any such lands, or *any interest therein*, without the consent of the Legislature."

It is further provided by "An act relative to the different tribes and nations of Indians within this State," passed 10th April, 1813, (see 3d vol. Rev. Stat. p. 350 § 1,) "that if any person without the authority and consent of the Legislature of this State, shall in any manner or upon any terms whatsoever, make any contract with any Indian for or concerning the sale of any lands within this State, every such person shall be deemed guilty of a public offence, and shall, on conviction, forfeit and pay to the people of this State two hundred and fifty dollars, and be further punished by fine and imprisonment."

In view of these constitutional and statute provisions in relation to contracts with the Indians concerning their lands, it is not to be denied that the alleged agreement between the petitioner and the chiefs of the Orchard party of the Oneida Indians, was utterly *void* and of no legal effect; and it is difficult to conceive how an agreement illegal and void as between the contracting parties, can be made the foundation of an equitable claim against strangers to such agreement.

Such in effect is the position of the petitioner before this House; but we are asked "if it comports with the principles of justice for the State to exercise a guardianship over the Indians to such an extent as to prevent them from paying their just debts, especially

when the payment of such debts cannot interfere with the rights of individuals or of the State itself." Your committee humbly conceive that the reproach thus implied, is in forgetfulness of the wise and beneficent policy which dictated the numerous statutes of this State, designed to protect these unfortunate children of nature, from the rapacity of crafty and unfeeling speculators. It cannot be required of your committee to justify or explain the policy of laws, founded upon a just and accurate knowledge of the Indian character, some of which for more than half a century have interposed a necessary check to the white man's avarice. It is sufficient for the present purpose, that "*ita lex scripta est*," and whether the agreement on which the petitioner's claim is founded, is "*malum in se*," or "*malum prohibitum*," it is equally inadequate as the basis of a legal or equitable claim.

But it is said, that "to deny the prayer of the petitioner, will be in effect to preclude him from recovering what is justly due to him, and this injustice has been wrought by the direct operation of the laws of the State, assuming guardianship over the property of the Indians." It is to be borne in mind that all contracts are made subject to existing laws, and to be construed in reference to these laws; and it does not lie in the mouth of one contracting in contravention of the law, nor in direct violation of a proved statute, to assert the validity or injustice of any claim founded on such contract.

Lastly, it is urged by the petitioner that the loan to the Indians which is the foundation of his claim, was chiefly instrumental in effecting their migration. That this result was not only in accordance with the policy of the government in relation to the Indians, but actually produced a pecuniary gain to the State from the resale of their lands. This argument might tend to support a claim upon the Legislature for a gratuity to the petitioner, from the proceeds of such re-sale; but by no rule of justice does it establish a claim upon the unsold lands of the Indians. The committee look in vain for the evidence of the disinterested and meritorious expenditure of money by the petitioner in aid of the policy of the government in relation to the Indians; the facts presented, in their judgment, equally justify the inference that the loan made by the petitioner to the Indians, was made with a single eye to a productive investment in their lands.

It is with no ordinary reluctance your committee have adopted conclusions adverse to the views expressed in the able report, which recommends the petitioner to the favorable consideration of the Legislature; but they cannot resist the conviction, that as far as precedent can operate, the passage of this bill would render the wholesome restraints of the statutes cited, a dead letter.

In the opinion of the committee, the bill referred to them ought not to become a law.

STATE OF NEW-YORK.

No. 281.

IN ASSEMBLY,

March 11, 1835.

REPORT

Of the committee on colleges, academies and common schools, on a resolution of the Assembly of the 2d instant.

Mr. Wetmore, from the committee on colleges, academies and common schools, to whom was referred a resolution of the Assembly adopted on the second instant, in the following words:

Resolved, That the standing committee on colleges, academies and common schools, be instructed to inquire into the expediency of so amending the law in relation to common schools, as to provide for the payment of the school bills of indigent persons by a tax on the taxable property in the respective districts, in place of the manner now provided by law.

REPORTED:

That they have examined the subject referred to them, and have become satisfied that it embraces considerations of much importance to a large portion of the citizens of this State. The mode which is at present pursued for defraying the school bills of indigent persons is unequal, and in many instances oppressive in its operation; but the committee are by no means certain that the remedy proposed is free from objections. It is desirable, in all attempts that may be made to improve our common school system, to keep steadily in view the necessity of preserving a rigid economy in the use of the public means, and of avoiding the imposition of every unnecessary additional burden on the people.

The committee believe it to be important that the Legislature should be fully aware of the practical effect of all contemplated changes, before it shall act definitively in modifying a system which is admitted to be excellent in design and beneficial in its general operation. With the view, therefore, to acquire information from the best sources accessible to the House, and to ensure an enlightened examination of this subject, the committee have concluded to recommend its reference to the Superintendent of Common Schools.

The committee have accordingly instructed their chairman to introduce the following resolutions:

Resolved, That the Superintendent of Common Schools be requested to report to this House, during the present session, whether or not, in his opinion, it is advisable so to amend the law relating to common schools, as to provide for the payment of the school bills of indigent persons by a tax on the taxable property in the respective school districts.

Resolved, That the committee on colleges, academies and common schools, be discharged from the further consideration of the resolution of the 2d instant.

STATE OF NEW-YORK.

No. 282.

IN ASSEMBLY,

March 12, 1835.

REPORT

Of the select committee on the petition of the inhabitants of Fishkill, to incorporate "The Fishkill Education Society."

Mr. Anthony, from the select committee to which was referred the petition of inhabitants of the town of Fishkill, for an act to incorporate "The Fishkill Education Society,"

REPORTED:

That from the representations of the petitioners, and the personal knowledge of one of the committee, it appears that the petitioners have erected a building for the purposes of an Academy, at an expense exceeding two thousand dollars, and are desirous of an act of incorporation, for the more efficient and safe management of their property, and in the hope, that at some future day they may be entitled to an incorporation by the Regents of the University.

Your committee therefore think the prayer of the petitioners reasonable, and ask leave to introduce a bill for that purpose.

STATE OF NEW-YORK.

No. 283.

IN ASSEMBLY,

March 13, 1835.

REPORT

Of the Canal Commissioners on the petition of H. H. Bogart.

The Canal commissioners, to whom was referred, by the Assembly, the petition of H. H. Bogart,

REPORT:

That the petitioner alleges, that the Crooked Lake canal passes through his farm: that he has been under the necessity of constructing 92 rods and 10 feet of fence for the protection of his improvements; and that the Commissioner who superintended the construction of this canal, admits that the fence should be paid for, but that there are no funds at his disposal for this object.

The petitioner also states, that a culvert, constructed by the State to pass the water of his mill race, failed last December, and filled his race with sand and dirt: that he called on the superintendent on said canal to remove this deposite, who declined, alleging as a reason, the want of authority from the acting Canal Commissioner.

It has been the uniform practice to pay for the construction of such additional fences to protect improvements, as the construction of the canal should render necessary. This course was pursued on the Crooked lake canal; and it is believed, that in every instance, the claims for fences have been adjusted, except that of the petitioner.

The canal passes through the improvements of the petitioner, and it is proper that he should be paid for constructing fences.

The petition is accompanied by the certificate of James Young and Joseph Remer, in which they state, that they have measured the fence built by the petitioner along the line of the canal, to enclose the improvements, and that it amounts to 90 rods and 10 feet. This certificate is no doubt correct. The price paid for fences on this canal was 50 cents per rod.

The Commissioners would have paid this account, if there had been funds at their disposal.

The expense of fences is considered as appertaining to the construction of the canal, and cannot be paid out of the General Fund, as that is only applicable to repairs. The appropriation for the construction of this canal is exhausted.

A breach occurred last fall in the culvert to which the petitioner refers, and no doubt, as he states, occasioned a deposit of sand and dirt in his mill-race. The superintendent repaired the culvert, and cleared, as is understood by the Commissioners, its channel, but did not feel authorized to remove the sand and dirt from the mill race.

It should not be expected that canals will be so constructed or maintained, as entirely to avoid partial failures. A breach in the canal rarely occurs without injuring private property in a greater or less degree; and there have been a few instances where these damages have been considerable.

In a few cases, this description of damages have been paid, pursuant to the provisions of a special act of the Legislature, passed in 1829. The operation of this act was limited to two years, and provided for a particular class of cases, imposing a discrimination which rendered its execution difficult and objectionable, and the act was suffered to expire.

There is now no authority, with either the Commissioners or appraisers, to assess and pay damages of the kind which have been mentioned.

The Commissioners can see no reason why the petitioner's claim for damages on account of his mill race should be paid, which will not apply to most, if not all the cases which occur on the canals.

The Commissioners respectfully refer the Assembly to several reports which have, on former occasions, been submitted in relation to damages from breaches in the canal.

These reports will be found in the Journals of the Assembly of 1829, page 531, and in the Assembly Documents of 1834, No. 271 and 274.

WM. C. BOUCK,
MICHAEL HOFFMAN.

March 13, 1835.

STATE OF NEW-YORK.

No. 284.

IN ASSEMBLY,

February 18, 1835.

COMMUNICATION

From the Chancellor, relative to the New-York Life Insurance and Trust Company.

Albany, Feb. 18, 1835.

To the Speaker of the Assembly,

I have the honor to enclose for the use of the Legislature a copy of the report of the New-York Life Insurance and Trust Company, for the last year, made in pursuance of the standing order of this court, of the 19th of November, 1831; and also a copy of the report of Master Moorehouse of the 20th of April, 1834, to whom the report of the corporation, for the year preceding, was referred. As more than a million of money belonging to orphans, or to suitors in the Court of Chancery, is in the hands of this company for investment or accumulation and safe keeping, I have considered it my duty under the authority given to me by the act of incorporation, to cause the situation and financial concerns of the corporation, to be investigated by a competent officer of this court at least once in each year, and to communicate the result of such investigations to the Legislature.

I am with respect,

Yours, &c.

R. HYDE WALWORTH.

ANSWER

Of the New-York Life Insurance and Trust Company for the year 1834, to the Chancellor's Order of No- vember 19th, 1831.

The trustees of the New-York Life Insurance and Trust Com-
pany, in compliance with the Chancellor's order, respectfully answer
the inquiries, as arranged in the order; each answer referring to the
1st day of January, 1835.

Inquiry 1st. The amount of capital loaned out on bond and mort-
gage, exclusive of interest, was on the 1st. day of January, 1835,
\$1,000,000.

In every instance, it is believed, that the value of the property
mortgaged, is at least double the amount of the loan, and of this
fact, satisfactory evidence has been required in all cases where the
property did not come under the immediate cognizance and observa-
tion of the trustees.

The amount loaned in each county of the State, is as follows:

| | |
|---------------------|-------------|
| New-York, | \$63,224 00 |
| Niagara, | 42,700 00 |
| Albany, | 43,814 28 |
| Westchester, | 3,393 62 |
| Oneida, | 28,815 75 |
| Tompkins, | 35,371 00 |
| Erie, | 131,758 00 |
| Delaware, | 4,100 00 |
| Monroe, | 102,299 00 |
| Oswego, | 15,400 00 |
| St. Lawrence, | 800 00 |
| Saratoga, | 23,450 00 |
| Allegany, | 3,716 25 |
| Orleans, | 41,460 00 |
| Greene, | 2,000 00 |
| Steuben, | 10,850 00 |
| Franklin, | 5,800 00 |

| | |
|-------------------|-----------|
| Washington,..... | 84,150 00 |
| Wayne,..... | 64,487 40 |
| Cayuga,..... | 17,575 00 |
| Otsego,..... | 4,652 00 |
| Herkimer,..... | 9,600 00 |
| Chautauque,..... | 20,057 00 |
| Jefferson,..... | 8,781 72 |
| Chenango,..... | 1,950 00 |
| Onondaga,..... | 14,624 00 |
| Genesee,..... | 62,784 00 |
| Schenectady,..... | 3,900 00 |
| Columbia,..... | 26,757 25 |
| Ontario,..... | 60,065 40 |
| Clinton,..... | 4,590 00 |
| Orange,..... | 1,000 00 |
| Ulster,..... | 21,857 00 |
| Livingston,..... | 32,165 00 |
| Seneca,..... | 21,175 00 |
| Sullivan,..... | 500 00 |
| Yates,..... | 22,222 33 |
| Tioga,..... | 10,550 00 |
| Montgomery,..... | 11,000 00 |
| Kings,..... | 4,000 00 |
| Madison,..... | 600 00 |
| Broome,..... | 12,984 00 |

There is no amount upon which interest has been due on loans, on capital more than six months. There was no part of the amount of the capital stock loaned on bond and mortgage, in suit or judgment, or on which prosecution had been ordered.

2. The amount of loans on bond and mortgage, not included in loans, on capital, and other than loans to monied corporations, or to their officers or agents for their use and benefit, was on the 1st day of January, 1835, \$2,777,995.94.

The amount loaned of this character, in each county of the State, is believed to have been as follows, on the 1st of January, 1835.

| | |
|----------------|------------|
| New-York,..... | 562,131 59 |
| Albany,..... | 65,249 72 |
| Kings,..... | 16,500 00 |
| Columbia,..... | 24,382 22 |
| Ontario,..... | 48,004 54 |

| | |
|---------------------|-------------|
| Onedia, | \$31,850 00 |
| Tompkins, | 50,025 00 |
| Erie, | 193,113 99 |
| Monroe, | 213,063 00 |
| Oswego, | 49,400 00 |
| Niagara, | 234,046 47 |
| Chautauque, | 63,587 50 |
| Jefferson, | 50,080 00 |
| Onondaga, | 62,961 69 |
| Genesee, | 219,982 83 |
| Allegany, | 30,725 11 |
| Livingston, | 123,695 4 |
| Cayuga, | 66,074 00 |
| Herkimer, | 7,210 4 |
| Otsego, | 13,190 00 |
| Seneca, | 40,146 00 |
| Tioga, | 44,979 00 |
| Schenectady, | 700 00 |
| Franklin, | 1,000 00 |
| Queens, | 5,000 00 |
| Yates, | 33,876 00 |
| Sullivan, | 3,000 00 |
| Wayne, | 59,338 75 |
| Washington, | 17,607 00 |
| Orleans, | 273,067 59 |
| Broome, | 13,510 00 |
| Lewis, | 2,200 00 |
| Rensselaer, | 26,931 25 |
| Clinton, | 3,070 00 |
| Putnam, | 20,500 00 |
| Essex, | 3,000 00 |
| Chenango, | 1,500 00 |
| St. Lawrence, | 1,400 00 |
| Steuben, | 29,757 3 |
| Westchester, | 10,000 00 |
| Warren, | 800 00 |
| Morris N. J. | 3,000 00 |
| Madison, | 18,375 00 |
| Cattaraugus, | 34,046 60 |
| Cortland, | 3,550 00 |
| Richmond, | 1,368 98 |
| Saratoga, | 2,000 00 |
| Orange, | 4,000 00 |

The whole number of loans made by the Company on bond and mortgage, the 1st day of January, 1835, was 3,202.

The amount of principal upon which interest was due on the 1st day of January, 1835, and in payment of which there had been a failure over six months, was \$219,416.

There are foreclosures proceeding in thirty cases, the principal due on the bonds amounting to \$217,996.

The payment of interest to the Company, are semi-annual, on the first days of June and December.

In making the above loans, satisfactory evidence has been required, that the value of the mortgaged premises, is at least double the amount of the loan, except where loans have been made on real property in the city of New-York, where on account of its ready sale and the greater facility of determining the actual value of property, so great an amount is not required. It should be remarked too, that in a great number of cases, where the property is of a changeable character, a much less sum has been loaned; frequently not over one third the value.

3. The amount, exclusive of interest of loans on stock securities on the first day of January, other than loans to or for the use of monied corporations, was \$591,272.02.

The following table shews the amount loaned on each kind of stock, the number of shares, and the nominal and market value thereof, and the amount payable on demand at the time of the loan, the amount loaned for limited periods less than six months, and the amount loaned for six months or more.

| | Amount l aned. | Numbr of shares | Nominal value. | Market value. |
|--|----------------|-----------------|----------------|-----------------------|
| Commercial Bank of New-Orleans, | \$9,777 78 | 210 | 50 | 6 advance. |
| City Bank of New-Orleans, | 38,200 00 | 390 | 100 | 11 " |
| Farmers' Loan Company, | 15,300 00 | 334 | 50 | 2 " |
| United States Bank, | 83,200 00 | 848 | 100 | 9 " |
| Commercial Insurance Company, | 17,300 00 | 210 | 100 | 15 per cent discount. |
| American Fire Insurance Company, | 25,700 00 | 610 | 50 | 5 " |
| New-Orleans Canal and Banking Company, | 14,100 00 | 142 | 100 | 6 advance. |
| Boston and Providence Rail-Road, | 4,000 00 | 70 | 70 | 6 " |
| Seventh Ward Bank, | 11,000 00 | 200 | 50 | Above par. |
| Bank of New-York, | 4,000 00 | 7 | 500 | 28 advance. |
| Phenix Bank, | 11,425 00 | 470 | 25 | 22 " |
| Planters' Bank, Tennessee, | 4,575 00 | 50 | 100 | 6 " |
| La Fayette Bank, | 5,500 00 | 50 | 100 | 11 " |
| Leather Manufacturers' Bank, | 3,700 00 | 70 | 50 | 15 " |
| Bank of America, | 24,000 00 | 235 | 100 | 20 " |
| Dry-Dock Bank, | 29,100 00 | 875 | 30 | 17 " |
| Firemens' Insurance Company, | 850 00 | 40 | 25 | 22 " |
| Chemical Bank, | 7,225 00 | 269 | 25 | 10 " |
| Aetna Insurance Company, | 2,500 00 | 50 | 50 | 2 " |
| Bank of Louisiana, | 11,600 00 | 101 | 100 | 24 " |
| Jackson Insurance Company, | 20,320 00 | 496 | 50 | 15 per cent discount. |

| | Amount loaned. | Number of shares | Nominal value. | Market value. |
|--|----------------|------------------|----------------|-----------------------|
| Butchers' and Drovers' Bank,..... | 6,250 00 | 250 | 30 | 21 advance. |
| Mechanics' and Farmers' Bank, New-Orleans,.... | 52,600 00 | 1,021 | 30 | " " |
| Brooklyn Bank,..... | 14,625 00 | 830 | 30 | 28 " |
| Carnden and Amboy Rail-Road,..... | 31,690 00 | 364 | 100 | 29 " |
| American Marine Insurance Company,..... | 4,900 00 | 77 | 50 | 33 " |
| Long Island Insurance Company,..... | 26,730 00 | 660 | 50 | 3 per cent discount. |
| Onondaga County Bank,..... | 987 00 | 40 | 50 | Above par. |
| New-Jersey,..... | 2,700 00 | 44 | 50 | 51 per cent advance. |
| Franklin,..... | 11,650 00 | 429 | 25 | 14 " |
| City Bank,..... | 5,000 00 | 50 | 100 | Above par. |
| Trade,..... | 625 00 | 25 | 25 | 25 per cent advance. |
| Jefferson Insurance Company,..... | 2,770 00 | 105 | 30 | 8 " |
| Troy City Bank,..... | 3,000 00 | 60 | 50 | Above par. |
| New-York State Marine Insurance Company,..... | 300 00 | 35 | 50 | 30 per cent discount. |
| Saratoga Rail-Road,..... | 8,250 00 | 100 | 100 | 7 " |
| Merchants' and Mechanics' Bank, Troy,..... | 6,000 00 | 121 | 50 | Above par. |
| Delaware and Raritan Canal Company,..... | 8,000 00 | 170 | 100 | " " |
| New-York Fire Insurance Company,..... | 900 00 | 10 | 100 | 1 per cent advance. |
| North River Bank,..... | 5,000 00 | 100 | 50 | 19 " |
| Bank of Rochester,..... | 20,000 00 | 400 | 50 | Above par. |
| Commercial Bank, New-York,..... | 8,500 00 | 170 | 50 | 11 per cent advance. |

| | | | | |
|-----------------------------------|------------|-----|-----|-----------------------|
| Equitable Insurance Company,..... | 1,200 00 | 30 | 50 | 14 per cent discount. |
| Albany City Bank,..... | 3,600 00 | 40 | 100 | Above par. |
| Oswego Bank,..... | 4,500 00 | 100 | 50 | " " |
| Mohawk Rail-Road,..... | 17,500 00 | 195 | 100 | 8 per cent advance. |
| | <hr/> | | | |
| | 590,649 78 | | | |
| | 622 24* | | | |
| | <hr/> | | | |
| | 591,272 02 | | | |

* The sum of of \$622.24 cents, without security, is the balance of the principal due on loan or stock, where the stock fell in value, and was not sufficient to pay the debt, and the same is now in suit against the borrower. With this exception of the above loans on stock, there are none on which the interest has been due more than six months, nor the interest on which has not been paid when due and called for. There are of course none in suit nor ordered for prosecution : nor are there any where the principal and interest due thereon exceeded on the first day of January, 1885, the market value of the stocks pledged for the security thereof. The general rule is to loan on stocks at ten or fifteen per cent below the market value, so to be kept by agreement.

| | |
|--|--------------|
| Of the above there is loaned for 6 months and over,... | \$48,500 00 |
| Less than six months, | 0 00 |
| Payable on demand,..... | 542,772 02 |
| | <hr/> |
| | \$591,272 02 |

4. The amount of loans on bonds, bills or notes, with personal security only, other than loans to, or for the use of monied corporations was on the first day of January 1835, \$1,216,787.76.

The amount of the last mentioned loans payable on demand, the amount loaned for a less period than six months, and the amount loaned for six months and over, is as follows:

| | |
|--|----------------|
| Payable on demand,..... | 146,595 07 |
| Loaned for a period less than six months,..... | 508,546 00 |
| Loaned for six months and over,..... | 561,646 69 |
| | <hr/> |
| | \$1,216,787 76 |

With the exception of one loan, the principal amounting to \$2,764.32 made to an individual who failed, and who has since paid \$1,460.61, and whose further dividends it is believed will satisfy the whole debt, there are none of the said loans, on which interest has been due six months, nor any in suit, nor ordered for prosecution, nor are there any under protest.

5. To the interrogatory, what is the amount due from persons on account, other than loans to or for the use of monied corporations? the trustees beg leave to answer, none. No money is allowed to remain in the hands of the president or secretary, excepting as officers of the company, but is deposited before three o'clock each day in bank, nor of any trustee or agent of the company; nor has any money been loaned, but on bonds, mortgages, bills, stocks or other securities, nor without such securities being approved and in the office, or believed to be in the hands of a person authorised to receive them.

6. The whole amount of interest due on loans other than to monied corporations was on the first day of January 1835, \$88,008.43.

Of the above \$88,008.43, there is included the sum of \$11,542.46 on which there has been a failure in the payment of interest, over six months; of the balance \$76,465.97, there has been received since the first January, \$27,000.

7. No loan has been made to any monied corporation, or to their officers or agents for the use of such corporation.

8. The company own in their own right, stock of the city of Albany to the amount of \$30,000, for which they have certificates in the office, bearing an interest of five per cent, one per cent advance having been paid for the same; its market value is not known, none being in the market.

9. The only real property the company own, is the lot and building in Wall-street, in the city of New-York; twenty-seven feet on Wall-street, and one hundred and sixteen feet deep, where the company's office is now kept, purchased for the sum of \$37,000. Expended thereon for permanent improvements other than for ordinary repairs, \$5,861.85; present value \$42,861.85. Of this property about one-fourth in value is occupied by the company for the transaction of its business; also a farm situated in the town of Tully, and county of Onondaga, acquired by purchase at public sale, on the foreclosure of a mortgage made to the company by Samuel Smith for \$1,300, and bought in by the company for \$1,131.69, including cost of the foreclosure; the balance of the debt is secured by a collateral security.

The company offer to sell the farm to any purchaser who will pay the principal, interest and costs due to the company.

10. The whole amount of money on hand on the first day of January, 1835, was \$28,169.46, being the balance lying in the Manhattan Bank, at the disposal of the trustees on that day. The Manhattan Bank in the city of New-York, is the bank in which all the deposits of the company are made, and with which all the company's banking business is done. All money drawn from the bank is drawn by checks signed by the president, and countersigned by the secretary.

11. Excepting their books, and the furniture of the office, the latter valued at \$200, the company have no property of any description whatever, excepting what has already been stated, in answer to the preceding interrogatories, or which will be specified in answer to some one of those which follow.

12. The company have received no money in trust, to be invested at the risk and for the benefit of the persons for whom such moneys were received, or of other persons designated by the trust. All moneys which have hitherto been received in trust, are at the risk of the company, and under their management, unless it may be in the following case:

1. The company have received, as receiver to the estate of John

Grayson, deceased, in stocks, the amount of \$18,400, and in bond and mortgage, \$9,200.

1. The amount of the capital stock of the company is \$1,000,000.

The number of the stockholders owning the same, on the first day of January 1835, was 141 of whom the number residing out of the State, is 28 and the amount of the stock held by these collectively 3,257 shares. The number residing in the State other than the trustees, was 87, and the amount of stock held by them 4,048 shares. The number of trustees acting on the first of January 1835, four vacancies to be filled, was 26.

Of whom I held 420 shares,

| | | | | | |
|---|---|----|---|-----|---------|
| " | " | 1 | " | 375 | " |
| " | " | 1 | " | 250 | " |
| " | " | 1 | " | 200 | " |
| " | " | 7 | " | 100 | " each, |
| " | " | 15 | " | 50 | " " |

2. The amount of money deposited in trust by order of the court of chancery and of surrogates, to be invested or kept at the risk of the company, was \$1,234,072.51.

Of the above sum the amount deposited in trust for accumulation was \$101,186.02.

The accumulation which had actually accrued on this sum, was on the first of January, 1835, \$3,837.62.

3. The amount of deposits in trust by other persons, and companies, other than monied corporations, on the first day of January 1835, was \$2,835,215.64, having increased the last year, \$225,594.91.

| | |
|----------------------------|----------------|
| For sixty days, | \$49,978 22 |
| " five months, | 145,247 85 |
| " one year and over, | 2,639,989 57 |
| | <hr/> |
| | \$2,835,215 64 |

Of which \$102,831.71 was in trust for accumulation, and the accumulation which has actually accrued on this latter sum \$102,831.71, was \$6,039.94.

4. The amount of deposits in trust by banks and other monied corporations, was on the first day of January, 1835, \$375,000, to wit: by

the Ohio Life Insurance and Trust Company, being the amount of its first payment on its stock by citizens of this State, and subject to the order of said company at ten days sight. None of this was in trust for accumulation.

5. The amount of interest which has accrued, became due and payable, on the deposits in trust, other than trusts of accumulation, computed up to the first day of January, 1835, amounted to \$86,017.07.

6. Nothing has been received by the company, and for which it is liable as guardian of the estate of infants, on the first day of January, 1835, exclusive of sums to be accumulated.

The amount received by the company, and for which it was liable on the first day of January, 1835, after the payment of the amounts ordered by the chancellor, was \$17,666.56.

The accumulation of interest on the above amount, on the first day of January, 1835, amounted to \$1,885.28.

When the money received as guardian is deposited with its other funds at an interest of five per cent, the company being responsible for the deposit, no charge of commission or expense is made against the fund; where there is a special deposit of stock, the charge would be one quarter per cent for receiving, and one quarter per cent for paying.

7. The amount received by the company and for which it is liable as receiver, appointed by the Vice-Chancellor 19th August, 1833, to the estate of John Grayson, deceased, was, on the first day of January 1835, \$2,498.18, and is not included in answer to the second inquiry.

8. There had been two ascertained deaths between the first day of January, 1834, and the first day of January, 1835, among individuals insured by the company. One amounting to \$500 and the other to \$5,000. The first amount has been paid, and the company are ready to pay the second to the party authorised to receive it, when demanded.

9. The whole amount received for premiums on life insurance since the commencement of the company's insuring lives, was, on the first day of January, 1835, \$66,513.15, including interest credited to that fund, and exclusive of losses above mentioned.

The whole number of insurances has been 736, the number of lives remaining insured by the company, was on the first day of January, 1835, 498.

The youngest of the lives insured in the office is aged nine, and according to the table hitherto used by the company has a right to expect to live 49.57 years, the oldest life is sixty-four, and has a right to expect to live 12.80 years. The amount of premium varies annually with the advancing ages, and cannot be answered except by reference to the tables; the amount received the last year for the insurance of lives, ending the first day of January, 1835, was \$29,204.35.

The amount of insurance effected by the parties, and for which the company is responsible in the event of death, is \$1,531,074.

10. There was nothing due on the first day of January, 1835, on annuities from the company.

11. The amount received for the sale of annuities on the first day of January, 1835, was \$15,776.64. The number of annuitants was twelve, the youngest of those for whom an annuity has been purchased is aged 13, and in this case the annuity to be paid after the death of another aged 40; an individual aged 13, has, by the tables used in the office, a right to expect to live 46.51 years. The oldest of those for whom an annuity has been purchased is aged 73, and has a right to live by the same tables 7.72 years. The amount of annuities paid by the company annually is \$1,417.50.

12. The amount of all dividends unpaid to the stockholders, entitled to the same on the first day of January, 1835, was \$3,481.

13. To the thirteenth interrogatory, the trustees beg leave to answer, that of this class of deposits the company have none. The trustees have not been unmindful that the interest and convenience of depositors in trust by will, may frequently induce them to this species of deposit, and have therefore passed the following resolution for their government in all cases.

Resolved, Where the company shall be appointed trustees, either by deed, or last will and testament, and no provision shall be made by the instrument creating the trust, for their compensation, the same commissions shall be charged as are allowed by law to executors and guardians. And where a discretion shall be given to the

company when so appointed trustees, to receive themselves the trust moneys as a deposit, allowing interest thereon at a rate not exceeding five per cent: the company, if they shall exercise the discretion so given, will not charge any commission on the payment either of the principal or interest of the moneys received on deposit.

14. On the 1st January, 1835, there were no debts or demands known of against the company outstanding and unpaid, other than have been mentioned in answer to the preceding interrogatories, either absolutely due or payable at any contingent event: nor is it known that any are claimed, not admitted by the company.

15. There had been no ascertained bad debts made by the company on the first day of January, 1835, in any of its operations since the commencement of its business. Nor is there any debt due to the company on which interest has been due more than a year, or for a longer time than may be accounted for by accidental circumstances, want of notice, sickness, absence or death, which, in all transactions, interfere with absolute punctuality, excepting in the case already mentioned.

The company have declared eight dividends on the capital stock of the company. One on the first day of July 1831, of three per cent; one on the 3d day of January, 1832, of 3 per cent; one on the 1st day of July, 1832, of 3 per cent; one on the 1st day of January, 1833, of 3½ per cent; one on the 2d day of July, 1833, of 3½ per cent; one on the 7th day of January, 1834, of 4½ per cent; one on the 1st of July, 1834, of 4½ per cent; one on the 6th of January, 1835, of 4½ per cent.

The names and residence of the trustees are,

| | | | |
|----------------------|-----------|-------------------------|-----------|
| Wm. Bard, | New-York, | Thos. W. Ludlow, | New-York, |
| Isaac Bronson, | do | Wm. B. Lawrence, | do |
| James Kent, | do | Jonathan Goodhue, | do |
| Gulian C. Verplanck, | do | Samuel Thomson, | do |
| Thos. J. Oakley, | do | Peter Remsen, | do |
| John Mason, | do | John Rathbone jr., | do |
| James McBride, | do | Peter Harmony, | do |
| John Duer, | do | H. C. De Rham, | do |
| Stephen Whitney, | do | P. G. Stuyvesant, | do |
| Thos Suffern, | do | Jacob Lombard, | do |
| Nathaniel Prime, | do | John G. Coster, | do |
| John Jacob Astor | do | Benjamin Knower, | Albany, |
| Nicholas Devereux, | Utica, | Stephen Van Rensselaer, | do |

The officers of the company are

| | | | |
|-----------------------------------|--------|---------|------------|
| Wm. Bard, President, | Salary | \$4,000 | per annum. |
| Edward A. Nicoll, Secretary, | " | 3,000 | " " |
| C. C. Palmer, Assistant Secretary | " | 1,000 | " " |
| Philip R. Kearney, Clerk, | " | 700 | " " |
| Wm. J. Stoutenburgh, do. | " | 250 | " ' " |

All residents of the city of New-York.

The counsel of the company are John Duer and Beverly Robinson, residing in the city of New-York, and Benjamin F. Butler in the city of Albany, all of whom are without salary.

The trustees annex a copy of all the by-laws and resolutions of a permanent character which are now in force.

The board beg leave, in conclusion, to state that sums loaned on stocks and bills receivable, excepting what it may be necessary so to hold for the purpose of meeting sudden demands, they consider temporary investments till the amount can be re-invested on bond and mortgage.

The board submit the balance sheet laid before them on the 6th January, 1835, a similar balance sheet being presented to them monthly, by the officers of the company.

Capital on bond and mortgage in the

| | | |
|-------------------------------------|--------------|----------------|
| city, at 6 per cent..... | \$66,324 | |
| In the country at 6 per cent..... | 32,700 57 | |
| do do 7 do | 900,975 48 | |
| | <hr/> | \$1,000,000 00 |
| Loaned on bond and mortgage in the | | |
| city at 6 per cent..... | \$244,103 08 | |
| do do do at 7 per cent.. | 298,421 71 | |
| In the country at 6 per cent..... | 2,500 | |
| do do 7 do | 2,232,566 15 | |
| | <hr/> | 2,777,590 94 |
| Loaned on bonds at 6 per cent..... | \$19,033 33 | |
| do do 7 do | 60,153 34 | |
| | <hr/> | 79,186 67 |
| Bills receivable at 5 per cent..... | \$61,500 00 | |
| do do 5½ do | 168,604 72 | |
| do do 6 do | 839,037 11 | |
| do do 6½ do | 36,176 05 | |
| do do 7 do | 32,688 21 | |
| | <hr/> | 1,138,006 09 |
| Amount carried forward,..... | | \$5,714,783 70 |

| | | | | | |
|---|--|--|--|----------------|----------------|
| Amount brought forward, | | | | \$5,714,783 70 | |
| Loans on stock, | | | | | |
| for a period at 6 per cent, | | | | \$18,000 00 | |
| do do at 7 do | | | | 32,500 00 | |
| on demand at 5 do | | | | 330,480 00 | |
| do at 6 do | | | | 178,900 02 | |
| do at 7 do | | | | 31,392 00 | |
| | | | | <hr/> | 591,272 02 |
| Albany city stock, | | | | \$30,600 00 | |
| Insurance bond and mortgage acct., .. | | | | 855 76 | |
| Annuity purchased, | | | | 1,289 80 | |
| Real estate, | | | | 42,861 85 | |
| Cash due from country banks, &c., ... | | | | 65,538 60 | |
| Balance in bank, | | | | 28,169 46 | |
| | | | | <hr/> | 169,315 47 |
| | | | | | <hr/> |
| | | | | | \$5,755,371 19 |
| Capital, | | | | | |
| Deposites in trust, at 3 per cent, | | | | \$49,978 22 | |
| “ “ 4 “ | | | | 145,247 85 | |
| “ “ 4½ “ | | | | 1,413,078 09 | |
| “ “ 5 “ | | | | 1,493,079 77 | |
| Chancery “ 5 “ | | | | 1,132,886 49 | |
| Special “ 6 “ | | | | 6,000 00 | |
| | | | | <hr/> | 4,240,270 42 |
| Trust of accumulation at 4 per cent., .. | | | | \$7,478 66 | |
| “ “ at 4½ “ | | | | 69,486 26 | |
| “ “ at 5 “ | | | | 127,052 81 | |
| | | | | <hr/> | 204,017 73 |
| Guardianship ac., | | | | \$17,666 56 | |
| Receivership ac., | | | | 2,498 18 | |
| Life Insurance, | | | | 66,513 15 | |
| Annuities granted, | | | | 15,776 64 | |
| Interest received on bills receivable, .. | | | | 20,552 22 | |
| | | | | <hr/> | 123,006 75 |
| Unclaimed dividends, | | | | 3,481 00 | |
| Surplus funds, | | | | 118,595 29 | |
| Profit and loss, | | | | 66,000 00 | |
| | | | | <hr/> | <hr/> |
| | | | | | \$5,755,371 19 |

BY-LAWS.

Adopted June 15, 1830.

1. There shall be a stated meeting of the trustees on the first Tuesday in every month, to which a report shall be made by the president, of the concerns and business of the company during the past month, stating particularly the contracts that have been made, the sums of money that have been received, and on what account, the manner in which the same shall have been invested, and the amount remaining on hand.

2. The president shall call a special meeting of the trustees, whenever he shall deem it proper. He shall also call a special meeting whenever any three of the trustees shall request him in writing to do so. Every special or stated meeting shall be called by a notice in writing to each trustee.

3. Nine trustees shall be a sufficient number to form a quorum for the transaction of business; but no by-law shall be adopted, nor any change or alteration made in the by-laws before established, unless at a meeting at which a majority of the whole number of trustees shall be present, and upon a report of a committee appointed for that purpose.

4. The president shall preside at all meetings of the trustees. He shall be a member ex officio of all standing committees. He shall attend the meetings of any special committees, when required by the chairman.

5. The president shall have the general direction and superintendence of the affairs of the company, and in all cases when the duties of the subordinate officers and agents of the company, are not specially prescribed by the by-laws, or by a resolution of the board, they shall obey the orders or instructions of the president.

6. The president and secretary shall have power to make contracts of insurance on life, and for granting annuities in the name of the company, and to execute the same; and shall also have power to receive moneys in trust, where the rate of interest to be allowed shall not exceed four per cent, and to allow four and one half per cent, on all deposits, over one year.

7. The seal of the company shall be under the exclusive charge of the president, and shall not be affixed by him to any deed, conveyance or instrument whatever, except contracts of insurance for an

nunities, and certificates acknowledging satisfaction of mortgages, unless by virtue of a special resolution of the board.

8. The president shall give a bond for the faithful performance of his trust, with sureties to be approved by the board, in the penalty of twenty thousand dollars; such bond shall be annually received, and new or additional sureties may at any time be required by the board. Every bond so taken shall be so drawn as to remain in force until another board be substituted.

9. The following standing committees to consist each of such trustees as may from time to time be appointed by the board, not less than four nor more than six. Which committees shall hold their offices, until others are appointed in their room, shall be elected quarterly by ballot, at a meeting at which not less than a majority of the whole number of trustees shall be present, viz: a committee of investments, and a committee of trusts.

10. The committee of finance shall superintend and direct all investments that shall be made of the funds of the company, other than its capital in stocks and personal securities, and shall receive and credit all accounts against the company.

11. The committee of investments shall superintend and direct all investments that shall be made of the capital and other funds of the company in bonds and mortgages or other real securities.

12. The committee of trusts shall have the general superintendence of all special trusts; and no guardianship, receivership or other special trust, shall be accepted by the president, in behalf of the committee, without their approbation and concurrence; nor without their approbation shall any moneys be received in trust, on which a greater interest than four per cent shall be allowed.

13. The three standing committees shall together form a general standing committee, whose duty it shall be to determine from time to time, what funds of the company other than its capital shall be invested in bonds and mortgages and other real securities, and what funds in stocks and other personal securities.

14. Regular minutes of the proceedings and resolutions of each committee shall be kept in books to be provided for that purpose; and each committee shall make a monthly report of its proceedings to the board.

15. No sum of money of a less amount than one hundred dollars shall be received in deposit.

16. Certificates of money received in trust specifying the duration and terms of the trust, shall be issued when required by the person creating the trust, but in such cases, the money so received shall only be payable when due, on the production of the original certificate.

17. Separate books of transfer shall be kept, in which transfer of shares of capital stock, and of certificates of trust, when the same are assignable, shall be entered by the person entitled to make such transfer, or his special attorney; but in every such transfer, the certificate before issued shall be delivered up, and a new certificate or certificates be issued.

18. Every report of a standing or special committee shall be in writing, and signed by the member of such committee assenting thereto.

The president shall, in case of sickness or temporary absence, be authorised to appoint a president pro tem. to perform the duties of president.

May 1, 1832.

If any person claim a certificate of the stock of this company, or a certificate of deposit to be issued in lieu of one lost or destroyed, he shall make an affidavit of the fact, and state the circumstances of the loss or destruction, and he shall advertise in one or more of the public newspapers in the city of New-York, for the space of six weeks, an account of the loss or destruction, describing the certificate, calling on all persons to show cause why a new certificate shall not issue in lieu of that lost; and he shall transmit to the company his affidavit, and the advertisement before mentioned, and give to the company a satisfactory bond of indemnity, with one or more sureties if required, in double the amount of the certificate so lost, against any damage that may arise from issuing the new certificate; whereupon the president shall, six months after the notice by advertisement as aforesaid, issue a new certificate of the same number and tenor with that said to be lost or destroyed, and specifying that it is in lieu thereof.

April 3, 1832.

1. No loan shall be made by the company on security of village

or country real estate, beyond half the value, as nearly as can with reasonable diligence be ascertained, of the property offered as security.

2. No interest shall be allowed to remain due longer than six months, on any bond and mortgage, to the company, without a foreclosure, or suit being directed by the president, unless the board direct a longer delay.

3. The company shall not under any foreclosure or judgment become the purchaser of mortgaged property by bidding beyond the amount that is due to the company, of principal interest and costs.

4. If the company become the holders of real estate by purchasing under foreclosure or judgment, the company shall sell the same as soon as principal, interest and costs can be realized.

5. Excepting for the purpose of securing suitable officers and conveniences for the conduct of business, and for the purpose of securing themselves against loss of money due to them by the way of mortgage or judgment on the property so held, the company shall hold no real estate whatever, directly or indirectly.

The following regulations were adopted at a meeting of the board on the sixteenth June, 1830.

All moneys deposited in trust for a shorter term than one year, shall be deposited for a certain number of months, not less in any case than two months from the date of the deposite.

Interest at the rate of three per cent will be allowed on moneys not deposited for a longer term than four months; when the term shall exceed four months, and be less than a year, four per cent will be allowed; when the deposite shall be made for a year, four and one-half per cent will be allowed; when the deposite shall exceed a year, the rate of interest shall be settled by a special agreement.

In all cases where the moneys deposited shall not be withdrawn at the expiration of the term of deposite, they shall remain with the company for another period, of not less than thirty days, and be allowed the same interest as if originally deposited for the extended period.

Where the time of deposite shall exceed a year, interest may be made payable before the principal becomes due, annually, half yearly or quarterly, as may be agreed on.

Where the deposit shall be for a shorter term than one year, no interest will be paid until the principal becomes due.

Where moneys so deposited for a period less than a year, in trust, shall have remained in deposit for sixty days, the same may be withdrawn at any time thereafter, and before the period for which the deposit was originally made, but in such cases no interest shall be paid on such deposits.

The above regulations shall not extend to moneys deposited by order of the court of chancery or of any other court.

RESOLUTIONS.

September 7, 1830.

Resolved, That the duty of advising the president in relation to the insurance on lives, and granting annuities, be performed by the committee of trusts.

February 1, 1831.

Resolved, on motion of Judge Oakley, seconded by Mr. Prime, that deposits over one thousand dollars, are not to be withdrawn, without three days notice.

May 3, 1831.

Resolved, on motion of Mr. Hone, seconded by Mr. Prime, That the dividends to be declared by the company on the capital stock, be made in the months of January and July of each year.

June 7, 1831.

Resolved, on motion of Mr. Prime, seconded by Mr. Bloodgood, That the trustees of this company desirous of complying where they can, with the expressed wish of the Chancellor, and of promoting the public interest by affording every facility within their power to the court of chancery, will in future allow an interest of five per cent, on all deposits directed as above by the Chancellor.

June 7, 1831.

Resolved, on motion of Mr. Bloodgood, seconded by Mr. Duer, That the above rule allowing five per cent, shall be extended to deposits by surrogates and vice-chancellor's of this State.

June 7, 1831.

Resolved, That the above resolutions, relative to the allowance of interest on deposits by order of the chancellor or by vice-chancel-

lors or surrogates, shall remain in force till farther ordered, and of which farther order, notice shall be given and shall then only effect such deposits as may be made subsequently to such farther orders.

December 6, 1831.

Resolved, When the company shall be appointed trustees, either by deed or last will and testament, and no provision shall be made for their compensation by the instrument creating the trust, the same commissions shall be charged as are allowed by law to executors and guardians; and where a discretion shall be given to the company, when so appointed trustees, to receive themselves the trust money as a deposit, allowing interest thereon at a rate not exceeding five per cent. The company, if they shall exercise the discretion so given, will not charge any commission on the payment either of the principal or interest of the moneys so received in deposit.

January 3, 1832.

Resolved, on motion, by Chancellor Kent, seconded by Mr. Prime, That the Carlisle Tables, calculated at 4 per cent, with the addition of thirty-five per cent, be the rules by which this company shall in future be governed in making insurance and granting annuities, such change being made in consequence of the report of the president and professor Anderson, in pursuance of the resolutions passed at the last meeting of the board.

May 2, 1833.

Resolved, on motion of Walter Bowne, seconded by James McBride, That the board will in future insure, when desired by applicants, to the amount of ten thousand dollars.

Resolved, That the president be authorised to take extra risks, with the approbation of the committee of trusts, and to insure such risks at rates agreed on between him and the applicants.

June 4, 1833.

The committee to whom was referred the subject of compensation for the services of counsel in the city of New-York, reported that they had considered the subject, and that they recommend, till farther ordered, that five dollars be allowed on every bond and mortgage taken out of the city of New-York, where the loan is \$2,000 and under, that ten dollars be allowed where the loan is over 2,000.

Resolved, on motion, That the above report be accepted.

July 2, 1833.

The committee to whom the subject was referred, report that in order to meet the suggestions of the chancellor, it is advisable to amend the 12th by-law by inserting after the words, approbation or concurrence, the following exception. "Excepting such special trusts as shall be conferred on the company by the court of chancery, or a surrogate having jurisdiction."

Resolved, on motion, that the above report be accepted.

September 3, 1833.

Resolved, That the seal of the company be under the exclusive charge of the president, and shall not be affixed by him to any conveyance, assignment or transfer of any of its real estate, or of any of its effects exceeding the value of \$1000, unless authorised by a previous resolution of the board of trustees; nor to any other instrument whatever, without the consent of a majority of one of the standing committees, excepting to contracts for the insuring of lives, and granting annuities, certificates acknowledging satisfaction of mortgages, certificates of deposit, or other evidence of debt, issued by the officers of the company in the transacting of its ordinary business.

Resolved, That in all cases where money is left with the company in trust, to be invested by the company for the benefit of the cestui que trust, the company shall guarantee the money to the cestui que trust: and beside the usual commission, will charge one per cent for the guarantee.

November 5, 1833.

Resolved, That before the papers of a country loan are approved by a counsel of the board, there shall be a statement by the agent accompanying the papers, of all the expenses the borrower has been put to in obtaining the loan.

REPORT

Of the committee of the New-York Life Insurance and Trust Company, appointed by the Trustees at a meeting held on the 2d December, 1834, for the purpose of examining the books, vouchers and documents in the office, and of ascertaining the state of its affairs, previous to declaring a dividend on the 6th January, 1835.

Capital being..... \$1,000,000 00

The committee report that they have compared the bonds and mortgages with the entries, and find the amount loaned on bonds alone, bonds secured by stock, and bond and mortgage, to be..... \$3,856,777 01

The papers the committee report complete for the amount of \$3,726,804.24.

Four bonds are wanting for the amount of \$2,720.21, which the president states are in the hands of the agents for correction.

Both bonds and mortgages are wanting for the amount of \$1,001; for this amount the committee state they have seen the drafts in the office by the borrower, endorsed by the agent.

The mortgages are wanting for the amount of \$126,252.16.

The president states the above mortgages are in the office of the several clerks for recording. The committee examined several of the certificates of the clerks, and found them correct.

The committee further report, that they have compared the bills receivable as entered in the books of the company, with the note book of the Manhattan Bank, certified by D. I. Ledyard, teller, and found the said entries correct, and that the amount of bills receivable so entered on the

Amount carried forward..... \$
[Assem. No. 284.] 4

| | | |
|--|--------------|------------|
| Amount brought forward, | \$ | \$ |
| 31st December, 1834, is \$879,314.58; and in office, \$258,691.51 | 1,138,006 09 | |
| The committee further report, that they have examined the loans on stock and other personal securities, and find them correctly entered in the books of the company, and that the certificates of stocks and securities as entered, are in the office, and that they amounted on the 31st December, 1834, to | 591,272 02 | |
| The committee further report, that the deposits in trust amounted, on the 31st Dec., 1834, to | 4,240,270 42 | |
| And the trust of accumulation on the same day, to | | 204,017 73 |
| The committee further report that they have examined the state of the account of the company as guardians appointed by the chancellor, of two minors, George B. Marshall and William W. Marshall, and find the amount the company have received on that account in cash, is correctly entered in the books of the company, | | 17,666 56 |
| The committee further report, that they have examined the Life Insurance account, and find the amount entered on that account to December 31st, 1834, | | 66,513 15 |
| The committee further report that they have examined the annuity account, and find the amount received for annuities granted to December 31st, 1834, | | 15,776 64 |
| And the amount paid to the bank of Monroe, for an excess of interest on loan upon bond and mortgage, call- | | |
| Amount carried forward, | \$ | \$ |

| | |
|---|-----------|
| Amount brought forward, | |
| ed on the books and annuity purchased, | 1,289 80 |
| The committee further report that they estimate the company's real estate at | 42,861 85 |
| It appears from the books that this amount of rent has been received on a part of the same, \$1,324.25. | |
| The committee further report that they have examined ten certificates of Albany city stock belonging to the company, each certificate being for \$3,000, making \$30,000, 1 per cent advance having been paid for the same, | 30,600 00 |
| The committee report this sum due from individuals for insurances effected on their property, upon which the company have made loans, | 855 76 |
| The committee further report that they have examined the bank book, and find the balance in the Manhattan bank to agree with the books of the company; said balance amounting on the 31st Dec., 1834, to | 28,169 46 |
| The committee further report that certain banks, &c. in the country are indebted to the company for interest deposited to the amount of | 65,538 60 |
| The committee further report that the expenses of the company, including salaries for six months, ending the 31st December, 1834, \$5,801.58. And the payment of a tax on the capital and building for one year, \$4,487.12. | |
| The committee further report that this amount remains to the credit of the last dividend account as unclaimed, | 3,481 00 |
| The committee further report that they | |
| Amount carried forward, | |

Amount brought forward, \$

have examined the state of the company as receiver to the estate of Jno. Grayson, deceased, under the order of the vice-chancellor, and find the balance to the credit of that account on the 31st Dec., 1834, . . .

2,498 18

The committee further report that there appears on the 31st December inst. a credit balance of interest on stock loans amounting to \$6,283.78.

And a credit balance of interest on the 31st December, 1834, on stocks held by the company, amounting to \$750.

The committee report that there appears on the 31st December inst., a credit balance of interest on bills receivable, amounting to \$19,008.29, and

20,552 22

And a credit balance of interest on bond and mortgage on the 31st December, 1834, amounting to \$118,451.92.

The committee further report that there appears a debit balance for interest paid on deposit of trust, amounting to \$66,870.45.

And a debit balance of interest paid on loans to the company, amounting to \$965.51.

The committee report that the surplus funds of the company as stated, to the 30th June last, amounted to . . .

118,595 29

The committee further report that there is a balance to the credit of profit and loss, amounting to

66,000 00

\$5,755,371 19 \$5,755,371 19

The committee further report, that they have not extended their examination of deposit of trust, and other monies received by the company beyond the balances stated in the ledger, and that they have not gone over the calculations of interest due by or to the company, or paid to or by the company, but that they have seen sufficient to give them confidence in their correctness, and find them to agree as stated with balances of those accounts in the ledger.

The committee further report that from their own observation, and the statements made by the officers of the company, the following result may be depended upon.

| | | |
|--|----------------|--------------|
| Capital,..... | \$1,000,000 00 | |
| Deposites in trust,..... | \$4,240,270 42 | |
| Trust of accumulation,..... | 204,017 73 | |
| Guardianship account,..... | 17,666 56 | |
| Life Insurance,..... | 66,513 15 | |
| Annuity granted,..... | 15,776 64 | |
| Receivership account,..... | 2,498 18 | |
| Unclaimed dividends,..... | 3,481,00 | |
| | <hr/> | 5,550,228 68 |
| Which is to be accounted for by the following amount invested on bond and mortgage,..... | 3,777,590 94 | |
| Bonds,..... | 97,186 67 | |
| Bills receivable,..... | 1,138,006 09 | |
| Loans on stock,..... | 591,272 02 | |
| Real estate,..... | 42,861 85 | |
| Stocks held by the company,..... | 36,600 00 | |
| Due from individuals for insurances effected on their property,..... | 855 76 | |
| Annuity purchased,..... | 1,289 80 | |
| Cash due from country banks, &c..... | 65,538 60 | |
| Balance in bank,..... | 28,169 46 | |
| | <hr/> | 5,755,871 19 |
| Amount carried forward,..... | \$205,147 51 | |

| | | |
|---|------------------|-------------------|
| Amount brought forward, | | \$205,147 51 |
| Add the following items: | | |
| The interest on bond and mortgage due 1st December, 1834, and previous thereto, and not paid, and accruing from the 1st to the 31st December, 1834, | 86,882 85 | |
| Interest due the company on stock loans, | 7,391 47 | |
| Interest on stock held by the company, Rent, | 250 00 441 67 | |
| Interest of annuity purchased, | 319 87 | |
| Allowance of corporation of New-Or- leans for charge of stock account, . | 800 00 | |
| | | <u>96,085 86</u> |
| | | <u>301,233 37</u> |

From which will be taken:

| | | |
|---|------------|--------------------|
| Interest due on deposit of trust, | 86,017 07 | |
| Interest due on trust accumulation, in- cluding sum accumulated, | 15,093 86 | |
| Interest on deposit with company as guardian, | 2,424 78 | |
| Interest on annuity granted, | 2,506 88 | |
| Interest on bills receivable, | 10,585 78 | |
| Surplus profits to June 30th, 1834, .. | 118,595 29 | 235,223 66 |
| | | <u>\$86,009 71</u> |

The committee are of opinion that it will be proper that the company declare a dividend of four and one half per cent on the capital stock of the company, payable on the 10th inst.

Signed,

JAMES McBRIDE,
JACOB LORRILLARD,
STEPHEN WHITNEY.

December 31st, 1834.

At a meeting of the Board of Trustees, held January 26, 1835,

PRESENT:

Wm. Bard,
Isaac Bronson,
James Kent,
G. C. Verplanck,
John Mason,
James McBride,
Stephen Whitney,

Thomas Suffern,
Nath. Prime,
John G. Coster,
John Jacob Astor,
Thomas W. Ludlow,
Jonathan Goodhue,
P. G. Stuyvesant.

Resolved, on motion of James McBride, seconded by Stephen Whitney, that the trustees having heard the report to the Chancellor, prepared by the president and secretary, approve the same, and direct the president to sign it in the name of the trustees, and transmit it to the Chancellor.

Extract from the minutes.

E. A. NICOLL, *Sec'y.*

City and County of New-York, ss:—

Wm. Bard being duly sworn, and being president of the New-York Life Insurance and Trust Company, deposeth and saith, that the above answer to the Chancellor's order of the 19th of November, 1831, is to the best of his knowledge and belief true, and that the resolution annexed is an extract from the proceedings of the trustees held January 26, 1835, and that the by-laws annexed, is a true copy of all the by-laws, and of all the resolutions of a permanent character passed by the trustees.

Wm. BARD.

Sworn this 26th day of January, }
A. D. 1835, before me, }

D. HOBART, *Commissioner of Deeds.*

City and County of New-York, ss:—

Edward A. Nicoll, Secretary of the New-York Life Insurance and Trust Company, being duly sworn, deposeth and saith that the above answer to the Chancellor's order of the 19th of November, 1831, is to the best of his knowledge and belief true, and that the resolution annexed is an extract from the proceedings of the trustees, held January 26, 1835, and that the by-laws annexed is a true copy of all the by-laws, and of all the resolutions of a permanent character passed by the trustees.

E. A. NICOLL, *Sec'y.*

Sworn this 26th day of January, }
A. D. 1835, before me, }

D. HOBART, *Commissioner of Deeds.*

Copy,

JAMES PORTER,

Register of the Court of Chancery.

DOCUMENTS.

Report of the Master.

IN CHANCERY—BEFORE THE CHANCELLOR.

*In the matter of the New-York Life }
Insurance and Trust Company. }*

To the Chancellor of the State of New-York:

In pursuance of an order made in the above entitled matter, on the eleventh day of March in the year one thousand eight hundred and thirty-four, whereby the statement exhibited by the trustees of the New-York Life Insurance and Trust Company of the affairs the said company for the political year ending the thirty-first day of December one thousand eight hundred and thirty-three, as directed by the order of this court of the nineteenth November one thousand eight hundred and thirty-one, was referred to me as one of the masters of this court, residing in the county of Otsego, pursuant to the directions of the eighteenth section of the act incorporating the said company, with directions to make a full and thorough investigation into the affairs and management of the said company, and authorizing me to that end, to examine all or any of the officers, servants and agents of the said company, or any other person on oath, in relation to the affairs and condition of the said company, and the manner in which the said affairs have been managed during the said year, and that I might also in my discretion examine as to the manner in which the affairs of the said company have been managed either before or since that time, if in the course of the investigation I should discover any cause of suspicion or other matter which in my opinion would render such examination necessary or proper. And the said order required me to report to the court of chancery with all convenient speed, whether the statement so as aforesaid made by the trustees of said company, contains a just and true account of the affairs of the said company as directed by the order of said court: and I was directed by said order to report my opinion in relation to the ability and integrity with which the affairs of the said company have been, and are conducted; as to the prudence and safety of its investments; as to the security afforded to those by whom its engagements are held, and as to the advantages derived by the public from its operations. Now therefore, I Eben B. Morehouse, master in chancery as aforesaid, in obedience to the requisitions of the aforesaid in part recited order, do report, That I

have made the investigation directed by the said order, in reference to the inquiries as arranged in the order of this court, made on the 19th November, 1831, and the answer of the said company thereto, for the year 1833: That from such investigation I ascertained that the amount of capital stock of the company loaned out on bond and mortgage, exclusive of interest, was on the first day of January, 1834, one million of dollars: That the amount exclusive of interest of other loans on bond and mortgages, other than loans to monied corporations or to their officers or agents, for their use and benefit, was, on the first day of January, 1834, \$2,320,052.11: That the following table shows, alphabetically arranged, the particular counties wherein the lands mortgaged to the company are located, and the total amount of loans in each county, specifying the amount of capital, and the amount of loans not capital, and also the number of loans: That in classifying the said loans, all under \$500, are included in the first class, those of \$500 and less than one thousand dollars, in the second, and those of \$1000 and upwards, in the third class.

| COUNTIES. | Loans on Bonds and Mortgages. | | | No. of Loans. | | | |
|------------------------|-------------------------------|--------------------|---------------|---------------|-----------|-----------|--------|
| | Capital Stock. | Not Capital Stock. | Total Amount. | 1st class. | 2d class. | 3d class. | Total. |
| Albany, | 67,569 36 | 57,450 00 | 125,019 36 | 1 | 2 | 22 | 25 |
| Allegany, | 2,716 25 | 26,238 00 | 28,954 25 | 9 | 27 | 5 | 41 |
| Broome, | 7,784 00 | 18,710 00 | 26,494 00 | 15 | 16 | 9 | 40 |
| Cattaraugus, . . . . . | ..... | 9,800 00 | 9,800 00 | ..... | 3 | 5 | 8 |
| Cayuga, | 14,479 00 | 69,713 98 | 84,192 98 | 30 | 42 | 24 | 96 |
| Chautauque, | 11,660 00 | 59,284 50 | 70,944 50 | 29 | 34 | 22 | 85 |
| Chenango, | 1,950 00 | 1,500 00 | 3,450 00 | ..... | 1 | 2 | 3 |
| Clinton, | 7,000 00 | 570 00 | 7,570 00 | ..... | 1 | 4 | 5 |
| Columbia, | 43,619 50 | 22,682 22 | 66,301 72 | ..... | 8 | 14 | 17 |
| Cortland, . . . . . | ..... | 3,050 00 | 3,050 00 | 3 | 1 | 1 | 5 |
| Delaware, | 4,100 00 | ..... | 4,100 00 | ..... | 1 | 2 | 3 |
| Dutchess, . . . . . | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Erie, | 113,658 00 | 164,525 00 | 278,183 00 | 20 | 76 | 79 | 175 |
| Essex, . . . . . | ..... | 3,000 00 | 3,000 00 | ..... | ..... | 1 | 1 |
| Franklin, | 6,800 00 | ..... | 6,800 00 | ..... | 1 | 2 | 3 |
| Genesee, | 48,291 73 | 186,497 27 | 234,789 00 | 40 | 148 | 76 | 264 |
| Greene, | 3,000 00 | ..... | 3,000 00 | ..... | ..... | 1 | 1 |
| Hamilton, . . . . . | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Herkimer, | 8,700 00 | 9,507 00 | 18,207 00 | ..... | 3 | 10 | 13 |
| Jefferson, | 7,781 72 | 50,700 00 | 58,481 72 | 3 | 38 | 19 | 60 |
| Kings, | 4,000 00 | 3,500 00 | 7,500 00 | ..... | ..... | 2 | 2 |
| Lewis, . . . . . | ..... | 500 00 | 500 00 | ..... | 1 | ..... | 1 |
| Livingston, | 32,165 00 | 90,694 00 | 122,859 00 | 15 | 76 | 35 | 126 |
| Madison, | 600 00 | 17,625 00 | 18,225 00 | 1 | 12 | 3 | 16 |

| COUNTIES. | Loans on Bonds and Mortgages. | | | No. of Loans. | | | |
|--------------------|-------------------------------|--------------------|---------------|---------------|-----------|-----------|--------|
| | Capital Stock. | Not Capital Stock. | Total Amount. | 1st class. | 2d class. | 3d class. | Total. |
| | | | | | | | |
| Monroe,..... | 102,650 00 | 209,830 00 | 312,480 00 | 23 | 99 | 101 | 223 |
| Montgomery,..... | 11,200 00 | ..... | 11,200 00 | ..... | ..... | 3 | 3 |
| New-York,..... | 74,224 00 | 522,698 57 | 596,922 57 | ..... | 5 | 68 | 68 |
| Niagara,..... | 34,050 00 | 148,202 00 | 142,252 00 | 38 | 87 | 64 | 184 |
| Oneida,..... | 27,615 75 | 36,480 00 | 64,095 75 | 8 | 22 | 19 | 49 |
| Onondaga,..... | 13,324 00 | 59,430 00 | 72,754 00 | 15 | 38 | 29 | 82 |
| Ontario,..... | 65,223 84 | 44,532 54 | 109,756 38 | 19 | 47 | 38 | 104 |
| Orange,..... | 1,000 00 | ..... | 1,000 00 | ..... | ..... | 1 | 1 |
| Orleans,..... | 39,360 00 | 131,635 00 | 170,995 00 | 24 | 104 | 67 | 195 |
| Oswego,..... | 11,000 00 | 45,200 00 | 56,200 00 | 14 | 45 | 15 | 74 |
| Otsego,..... | 4,652 00 | 12,600 00 | 17,252 00 | 11 | 11 | 5 | 27 |
| Putnam,..... | ..... | 9,000 00 | 9,000 00 | ..... | ..... | 2 | 2 |
| Queens,..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Rensselaer,..... | ..... | 27,800 00 | 27,800 00 | ..... | 1 | 5 | 6 |
| Richmond,..... | ..... | 1,500 00 | 1,500 00 | ..... | ..... | 1 | 1 |
| Rockland,..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Saratoga,..... | 22,500 00 | 3,350 00 | 25,850 00 | ..... | ..... | 6 | 6 |
| Schenectady,..... | 3,000 00 | ..... | 3,000 00 | ..... | ..... | 1 | 1 |
| Schoharie,..... | 700 00 | ..... | 700 00 | ..... | 1 | ..... | 1 |
| Seneca,..... | 20,975 00 | 42,625 00 | 63,600 00 | 7 | 17 | 26 | 50 |
| St. Lawrence,..... | 800 00 | 500 00 | 1,300 00 | ..... | 3 | ..... | 3 |
| Steuben,..... | 11,550 00 | 27,307 03 | 38,857 03 | 12 | 16 | 11 | 39 |
| Suffolk,..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Sullivan,..... | 1,500 00 | 2,000 00 | 3,500 00 | ..... | 1 | 2 | 3 |

| | | | | | | | |
|---------------------------|----------------|----------------|----------------|-------|-------|-------|-------|
| Tioga, | 12,550 00 | 35,380 00 | 47,930 00 | 8 | 14 | 16 | 38 |
| Tompkins, | 31,921 00 | 48,825 00 | 80,746 00 | 13 | 37 | 33 | 83 |
| Ulster, | 21,857 00 | ..... | 21,857 00 | ..... | 1 | 2 | 3 |
| Warren, ..... | ..... | 400 00 | 400 00 | 1 | ..... | ..... | 1 |
| Washington, | 3,000 00 | 16,407 00 | 19,407 00 | 6 | 5 | 8 | 19 |
| Wayne, | 68,956 90 | 65,028 00 | 133,984 90 | 38 | 54 | 41 | 133 |
| Westchester, | 8,013 62 | 5,000 00 | 13,013 62 | ..... | ..... | 3 | 3 |
| Yates, | 22,502 32 | 25,775 00 | 48,277 33 | 7 | 23 | 20 | 50 |
| Morris, New-Jersey, ..... | ..... | 3,000 00 | 3,000 00 | ..... | ..... | 1 | 1 |
| | \$1,009,000 00 | \$2,320,052 11 | \$3,320,052 11 | 405 | 1,117 | 921 | 2,443 |

| | | | | | |
|---|---|---|---|---------------|-------------|
| The amount of loans on bonds only is..... | | | | | \$43,553 34 |
| Of which sum there is loaned in the county of Albany, | | | | | 3,000 00 |
| " | " | " | " | Chautauque, | 2,333 34 |
| " | " | " | " | Jefferson, | 1,620 00 |
| " | " | " | " | Herkimer, | 9,700 00 |
| " | " | " | " | New-York, | 15,300 00 |
| " | " | " | " | Oswego, | 9,000 00 |
| " | " | " | " | St. Lawrence, | 600 00 |
| " | " | " | " | Ulster, | 2,000 00 |

\$43,553 34

The classification and number of loans in the foregoing tabular view of the loans on bonds and mortgages, includes the above loans on bonds only; the aggregate of loans on bonds and mortgages and bonds only, is \$3,363,605.45. There is no amount of the capital stock upon which interest had been due for more than six months, nor any of the bonds and mortgages in suit or judgment, or on which prosecutions had been ordered either for principal or interest. The amount of principal, exclusive of interest of such bonds and mortgages, upon which there was a default in the payment of interest on the 1st day of December, 1833, was \$322,823.37, on the first day of January, 1834. The company, in their answer to the second inquiry of the Chancellor, from a misapprehension of its import, state the amount of interest which had been due more than six months at \$6,483.68. The interrogatory called for the amount of principal, exclusive of interest, on which there had been a default in the payment of interest for more than six months, and I ascertained that to be, at the date to which the answer referred, the sum of \$296,861.51. Of the amount of interest, in payment of which there had been a failure over six months, three thousand dollars had been allowed to remain unpaid by the company, on receipt of additional security. The sum thus deferred, was upon a loan of \$155,000 to an individual in the city of New-York. Since the company commenced operations, there have been fifty-one bonds and mortgages sent to counsel for collection on account of failure in payment of interest. The amount of the principal of those bonds and mortgages, is \$237,000; of these, on notifying the mortgagors of the intention to commence proceedings of foreclosure, the interest was paid and the papers returned by the counsel in twenty-three cases, the principal of which amounted to \$31,170. Proceedings have been commenced and stayed in fourteen cases, wherein the principal of the bonds and mortgages was \$177,850. There are in process of foreclosure seven cases, in which the amount of principal is \$12,530. Foreclosure has been completed and the money collected, in two cases, the principal of which was \$5,400; and foreclosure completed and the property bought in by the company, at public sale, in two cases, the principal of which was \$1,800. There are two mortgages foreclosing by a subsequent incumbrancer, with the assent of the company, amounting to \$6,750, and one by the company in Albany for \$1,500, not included in the cases before mentioned. The answer of the company, referred to me, will be found somewhat variant in its distribution of the cases from this statement, and deficient in omitting to state the amount of the bonds and mortgages in suit or ordered for

prosecution, from not having rightly understood the inquiry relating to this matter. It appeared that in all three cases, collection had been directed on account of remissness in the payment of interest, and that such interest had been in arrear for more than six months.

The amount, exclusive of interest, of loans on stock securities, on the first of January last, other than loans to and for the use of mortgaged corporations, was \$298,504.

The following table shows the amount loaned on such kind of stock, the number of shares, and the nominal and market value thereof, and the amount payable on demand at the time of the loan, the amount loaned for limited periods less than six months, and the amount loaned for six months or more.

| KINDS OF STOCK. | Amount loaned. | No. of Shares. | VALUE. | |
|---|----------------|----------------|----------|--------------|
| | | | Nominal. | Market. |
| Utica Bank stock, | 1,500 | 25 | 60 | Above par. |
| Bank of Rochester, | 20,000 | 400 | 50 | " |
| Mechanics' & Farmers' Bank, Albany, | 26,350 | 1,550 | 17 | " |
| New-York State Marine, | 12,410 | 345 | 50 | 23 discount. |
| Mohawk Rail-Road, | 39,514 | 429 | 100 | 24 " |
| Oswego Bank, | 5,000 | 100 | 25 | Above par. |
| Traders' Insurance Company, | 625 | 25 | 25 | 17 advance. |
| Camden and Amboy Rail-Road, | 35,000 | 390 | 100 | 17 " |
| Onondaga County Bank, | 2,000 | 40 | 50 | Above par. |
| Jackson Insurance Company, | 6,500 | 185 | 50 | 24 discount. |
| Leather Manufacturers' Bank, | 3,950 | 80 | 50 | 12 advance. |
| Commercial Insurance Company, | 1,500 | 20 | 100 | 5 " |
| Bank of Monroe, | 2,500 | 100 | 25 | Above par. |
| Jefferson Insurance Company, | 2,800 | 105 | 30 | 5 advance. |
| Contributionship Insurance Company, | 5,000 | 100 | 50 | 30 " |
| New-York Fire Insurance Company, | 5,470 | 68 | 100 | 1 discount. |
| Dry Dock Bank, | 10,535 | 340 | 30 | 20 advance. |
| Farmers' Loan Company, | 28,500 | 615 | 50 | 2 " |
| Ocean Insurance Company, | 11,100 | 291 | 85 | 32 " |
| Howard Insurance Company, | 2,100 | 40 | 50 | 16 " |
| National Insurance Company, | 1,500 | 87 | 50 | 10 discount. |
| New-Orleans Banking Company, | 6,000 | 60 | 100 | 6 advance. |

| | |
|--|--------------|
| Of the above there is loaned for six months and over, .. | \$82,850 00 |
| Less than six months, | 15,000 00 |
| Payable on demand, | 200,654 00 |
| | <hr/> |
| | \$298,504 00 |

Of the loans on stock there are none on which the interest had been due for more than six months, none in suit, or ordered for prosecution, and no loan, where the principal and interest due thereon, exceeded the market value of the stock pledged for the security thereof, on the first of January, 1834.

The amount of loans on bonds, bills or notes, with personal security only, was on the 1st day of January, 1834, \$528,485 01.

| | |
|---|--------------|
| Of which there was payable on demand, | \$94,584 00 |
| Loaned for a less period than six months, | 194,545 17 |
| Loaned for six months and over, | 239,355 84 |
| | <hr/> |
| | \$528,485 01 |

There are none of the said loans on which interest has been due six months, nor any in suit, nor ordered for prosecution, or under protest. There is no amount due the company from individuals on account, not comprised in the foregoing loans.

The amount of interest due the company on the 1st day of January 1834, was \$43,039.21, of which there was due on loans, upon which the interest had been due more than six months, the sum of \$6,483.68, and on loans on which no part of the interest had been due for more than that period, \$36,555.53. No loan has been made to any monied corporation, or to their officers or agents for the use of such corporation.

The company own, in their own right, stock of the city of Albany to the amount of \$45,000, bearing an interest of five per cent. The number of shares is fifteen, the nominal value three thousand dollars each, and were purchased by the company at one per cent advance. Its market value is unknown. The original purchase was twenty shares, amounting to \$60,000, five of which shares have been paid at par. It does not appear that the company have at any time owned in their own right any other stocks, excepting one hundred shares of the stock of their own company, purchased out of the surplus profits of the company in 1833, at an advance above par value of 24½ per cent; at the suggestion of the Chancellor the stock was resold and the advance credited to the company.

And I do further report, that the real property of the company consists of a lot and building in Wall-street, in the city of New-York, twenty-seven feet on Wall-street, and one hundred and sixteen feet deep, where the company's office is now kept, purchased for the sum of \$37,000; upon which the company expended for permanent improvements, other than for ordinary repairs, \$5,861.85, the present value of which is estimated at \$42,861.85; of this property about one fourth in value is occupied by the company for the transaction of its business; that in addition to this property, correctly set forth in the report of the company to the Chancellor, they were at the date of their report the owners of other real property acquired by purchase at public sale on the foreclosure of two mortgages, mentioned by the company in their report, in answer to the second

inquiry in the general order before referred to, and which they omitted to describe as required by the ninth interrogatory, from inadvertence.

The property consists of a farm of one hundred acres, in the town of Lysander, in the county of Onondaga, known as part of lot No. 88, and which was mortgaged to the company by Samuel S. Betts. The amount of the company's claim at the time of sale, including the costs of the foreclosure and master's fees, was \$678.12. They were the purchasers at \$350, leaving a balance of the mortgage debt of \$328.12, for which the mortgagor is personally liable. They expended nothing on it for permanent improvements, and sold it before my examination, for the amount of principal, interest and costs, claimed by them, to be paid down upon executing a conveyance. The decree against the mortgagor for the deficiency on the sale to the company, is to be released for his benefit.

The company also own a farm of eighty acres, being parts of lots No. 44 and 45, in the town of Tully, in the county of Onondaga, mortgaged to the company by Samuel Smith, for \$1,300. It cost the company at public sale by the master, \$1,000. The costs of foreclosure and master's bill, is \$139.69. The present value of the farm is estimated at \$2,000. In pursuance of their general regulations upon this subject, the company have offered to sell this farm to any purchaser who will pay the principal, interest and costs due to the company on account of the mortgages and its foreclosure, and a negotiation on these terms was pending at the time of my examination, which I have no doubt, has or will result in a sale, and the mortgagor be discharged from further liability to the company. The whole amount of money on hand on the first day of January, 1834, was \$7,624.39, lying in the Manhattan Bank, that being the bank in which all the deposits of the company are made, and with which all the company's banking business is done. With the exception of their books and the furniture of their office, the latter of which is valued at \$200, I found no evidence of the company's having any property or effects not herein before mentioned, or which will be particularly noticed hereafter, except the amount of \$557.17, charged to individuals as the amount paid by the company for insurances effected on their premises, upon which the company have made loans, and an annuity purchased by the company, valued at 21,489.80. The company have received no money in trust to be invested at the risk, and for the benefit of the persons from whom such monies were received, or of other persons designated by the trust, except in the three following qualified cases.

1st. The company, as guardians of two infants in England, have received an assignment of certain United States 5 per cent stock, payable in 1835, amounting to \$7,451.30. Since the 1st January, 1834, a part, amounting to \$2,497.47, has been sold and placed with the company at an interest of 5 per cent. 2d. An assignment in trust for two years, of 1,100 shares of bank stock, at the risk of the assignor, par value, \$24,000. This stock consisted of 100 shares of the Farmers' Bank, Troy, and 1,000 shares of the Bank of Troy. Since the report of the company to the Chancellor, and before my examination, the trust expired, and the stock was re-transferred to the depositor. 3d. The company has received as receiver to the es-

estate of John Grayson, deceased, in stocks to the amount of \$18,400; in bond and mortgage, \$9,200; and the amount of \$2,100 in notes. And I do further report, that the statement made by the company, in further answer to the sub-divisions of the 12th interrogatory, are substantially correct. That the particulars found in this, my report, under that general inquiry, and not comprised in the report of the company's, are added from my construction of the requirements of that interrogatory; and that the company in this, as in all other cases of imperfection in their answer, designed to be ingenuous, and could not have been influenced by any imaginable temptation to have been otherwise than fair, open and candid in the exhibits of their statement.

By the act incorporating the company, its capital stock is one million of dollars, divided into shares of one hundred dollars each. The whole of this is invested in bonds and mortgages on unincumbered real estate within the State of New-York, and more than nine-tenths thereof on real property without the limits of the city and county of New-York. The number of stockholders owning the same on the first day of January, 1834, was 128, of whom the number residing out of the State was 23; and the amount of stock held by these collectively, was 2,605 shares, or \$260,500. The number residing in the State other than the trustees, was 77, and the amount of stock held by them 4,962, or \$496,200. The number of trustees acting on the 1st of January, 1834, was 28.

| | | | | | | |
|--------------------|-----|-------|---------|-----|----|----------|
| Of these, one held | 300 | ..... | shares, | 300 | or | \$30,000 |
| " | 250 | ..... | " | 250 | " | 25,000 |
| " | 132 | ..... | " | 132 | " | 13,200 |
| " | 131 | ..... | " | 131 | " | 13,100 |
| " | 70 | ..... | " | 70 | " | 7,000 |
| 15 held | 50 | ..... | each, | 750 | " | 75,000 |
| 8 " | 100 | ..... | " | 800 | " | 80,000 |

Making the aggregate of shares held by the trustees, 3,433 \$243,300

The amount of money deposited in trust by order of the court of chancery and of surrogates, to be invested or kept at the risk of the company, including money deposited on trust of accumulation, and the accumulation thereon on the 1st of January, 1834, was \$417,791.46. Of this sum, the amount deposited for accumulation was \$48,485.44, and the accumulation \$1,568.53.

The amount of deposits in trust by other persons and companies, other than monied corporations, to be invested and kept at the risk of the company, was, on the 1st of January, 1834, \$2,609,620.73, having increased the last year \$403,611.29.

For sixty days,..... \$8,116 92

" five months,..... 184,118 40

One year and over,..... 2,417,385 41

Of which \$92,019.62 was in trust for accumulation, and the accumulation actually accrued on this sum was \$2,598.12.

The amount of deposits by banks and other monied corporations on trust was, on the first day of January, 1834, \$33,800. This deposit was by a single bank in the western part of this State, and not in trust for accumulation. The answer of the company does not

disclose this fact, nor the name of the company making the deposit. From my construction of the inquiry requiring a specification of the amount deposited by each company, the name of the depositing bank should have been communicated to the Chancellor, and I therefore add, that this deposit was made by the Lockport Bank.

The amount of interest which had accrued and become due, and payable on deposits in trust, other than trusts of accumulation, computed to the 1st of January, 1834, amounted to \$74,528.15.

Nothing has been received by the company, and for which it is liable, as guardian of the estate of infants, on the 1st day of January, 1834, exclusive of sums for accumulation. The amount received, and for which it is liable, after the payment of an amount ordered by the Chancellor, was, on the 1st of January, 1834, \$12,240.43, of which \$1,415.20 is for accumulation of interest to that day. This sum is without any deduction for expenses and commissions. No account had been made up, and the general rule of the company is, that where money received as guardians is deposited with its other funds at an interest of 5 per cent, the company being responsible for the deposit, no charge of commission or expense is made against the fund. Where there is a special deposit of stock, the charge is one-fourth per cent for receiving, and one-fourth per cent for paying. The amount received by the company, and for which it is liable as receiver, appointed by the Vice-Chancellor, 19th Aug., 1833, to the estate of John Grayson, deceased, was, on the 1st of January, 1834, \$2,256.51. I ascertained that the company had received, in this case, the sum of \$4,529.78, and disbursed the sum of \$2,273.27. The sum of \$2,256.51, therefore, includes the expenses and commissions of the company in discharging this trust.

There had been three ascertained deaths between the first day of January, 1833, and the 1st day of January, 1834, among individuals insured by the company. In the first case the insurance amounted to \$500; in the second to \$361, and in the third to \$4,000. These amounts had all been paid to the representatives of the deceased before the date of the report of the company, and these appear to be the only cases of death among the insured since the company commenced its operations, where the policy had not expired before the decease of the individual.

The whole amount received for premiums on life insurance since the commencement of the company's insuring lives, was, on the 1st day of January, 1834, \$35,949.64, including interest credited to that fund, and exclusive of loss above mentioned. The interrogatory required the amount received for premiums on life insurances, where the persons whose lives are insured are still living, I ascertained that to be \$36,177.94. The whole number of insurances has been 504. The number of lives remaining insured was, on the 1st day of January, 1834, 368; increased at the date of the report of the company to 384.

The average length of time such lives will continue, according to the tables, and by the company, is 30.74 years, and the amount of premiums payable annually to the company on the lives remaining insured on the 1st day of January, 1834, is \$17,388.62. The amount which will become due from the company, upon the deaths of the persons insured, is \$1,256.350. There was nothing due on

the 1st of January, 1834, for arrears of annuities, which had become due and payable. The company in their report to the Chancellor, state the amount received for the sale of annuities on the 1st day of January, 1834, correctly at \$15,133.91.

The inquiry called for the amount where the annuities still continue. I ascertained that to be \$12,522.52. The number of continuing annuities is nine, and the average time of the continuance thereof, according to the annuity tables, is 14.96 years. The total amount payable annually for annuities that still continue, is \$1,430.

The amount of all dividends unpaid to the stockholders, entitled to the same on the 1st of January, was \$2,576. The company have no deposits on trust to be invested at the risk, and for the benefit of the persons from whom the moneys were received, or other persons designated in the trust, nor are there any debts or demands against the company, not herein before mentioned. It is not known that the account of debts due to the company for loans or otherwise, includes any bad debt. There is one debt of \$20,000, on bond and mortgage, in the county of Albany, where the company apprehend some loss. It is not a part of the capital loaned, and the extent of deficiency in the security, real and personal, has not been ascertained, as the mortgage is not foreclosed. They have no debts on which no interest has been paid for more than a year, nor any on which judgments have been obtained, and have remained unsatisfied for more than two years. The company during the preceding year, declared two dividends, one on the 1st day of January, 1833, of 3½ per cent, and on the 2d day of July, 1833, of 3½ per cent; antecedent to that time, they had declared three semi-annual dividends of 3 per cent each, and on the 7th day of January, 1834, declared a dividend of 4½ per cent, on the capital stock.

The names and residence of the trustees are

| | | | |
|----------------------|-----------|-------------------------|-----------|
| Wm. Bard, | New-York, | Jonathan Goodhue, | New-York, |
| James Kent, | do | Samuel Thompson, | do |
| Thos. J. Oakley, | do | Peter Remsen, | do |
| Gulian C. Verplanck, | do | John Rathbone, Jr. | do |
| John Mason, | do | Peter Harmony, | do |
| James McBride, | do | H. C. De Rham, | do |
| John Duer, | do | Thomas W. Ludlow, | do |
| Stephen Whitney, | do | Peter G. Stuyvesant, | do |
| Thomas Suffern, | do | Nicholas Devereux, | Utica, |
| Nathaniel Prime, | do | Erastus Corning, | Albany, |
| John G. Costor, | do | Isaiah Townsend, | do |
| John Jacob Astor, | do | Benj. Knower, | do |
| Isaac Bronson, | do | Benj. F. Butler | do |
| William B. Lawrence, | do | Stephen Van Rensselaer, | do |

The officers of the company are,

| | | | |
|--------------------------------------|--------|---------|------------|
| William Bard, president, | salary | \$4,000 | per annum. |
| Edward A. Nicoll, secretary, | " | 8,000 | " |
| Charles C. Palmer, assistant sec'y, | " | 1,000 | " |
| Phillip R. Kearney, clerk. | " | 700 | " |
| Wm. J. Stoutenburgh, assistant cl'k. | " | 250 | " |

They are all residents of the city of New-York. The officer which I have designated as assistant clerk, was not reported by the company to the Chancellor. It was probably omitted from the fa-

miliar nature of his duty in the office, being that of a messenger of the officers, rather than one of their number. I found him however upon the book of minutes of the company recognised as a clerk, and the salary above mentioned appropriated for his services.

The counsel of the company are John Duer, and Beverly Robinson, residing in the city of New-York, and Benjamin F. Butler, late of the city of Albany, all of whom are without salary. They are allowed for ordinary services in examining the title of applicants for loans, five dollars on every bond and mortgage, taken out of the city of New-York, when the loan is \$2,000 and under, and ten dollars when the loan is over \$2,000. The trustees do not as such, nor as members of committees, receive any compensation for their services. The company have annexed to their report to the Chancellor, a true copy of all the by-laws and regulations adopted by the trustees, and remaining in force. I have thus far given the result of my investigation into the affairs of the company, pursuing the inquiries as arranged in the general order of the Chancellor, and the answer of the company thereto referred to me, adopting in most instances the language of the latter, where its response to the inquiry proposed, was clear, full, and satisfactory. I was induced thus to extend this part of my report from the consideration that I should thereby furnish the Chancellor, a document much more convenient for examination, than a report made up chiefly of corrections and of references to that answer, and which to be intelligible must necessarily be read in connection with it. In relation to the manner in which the affairs of the company have been managed during the last year, I discovered no material alteration from the preceding ones, minutely investigated and detailed in the reports of the preceding masters. The system of business in the office appeared to me to have been well designed for, and eminently successful in the attainment of simplicity and truth.

I do further report, that as well from my personal investigation of the management of the affairs of the company as from the unexceptionable moral character and standing in society of its trustees and officers, it is my opinion that its affairs have hitherto been conducted with ability and integrity. The prudential rules and regulations, adopted and adhered to in making its investments, furnish satisfactory evidence that, as far as preservative means to secure against loss are feasible in the transaction of its business, they have been used. Upon their success in some degree, depends the security afforded to those by whom its engagements are held.

There is at present no reason to doubt that the investments are safe, and the security ample. In corroboration of the correctness of these conclusions, I refer to the report of Mr. Potter in 1833, who made a very minute examination of the securities held by the company at that time, and to the following report of the committee of examination, of the 7th of January, 1834, verified by affidavit, and confirmed by my own examination.

REPORT

Of the Committee of the New-York Life Insurance and Trust Company, appointed by the Trustees at a meeting held on the 4th day of December, 1833, for the purpose of examining the books, vouchers and documents in the office, and of ascertaining the state of its affairs previous to declaring a dividend, the 7th day of January, 1834.

The Capital being..... \$1,000,000 00

The committee report they have compared the bonds and mortgages in the office with the entries, and find the amount loaned on bonds alone, bonds secured by stock, and bonds and mortgages, to be..... \$3,363,606 45

The papers the committee report complete for the amount of \$3,173,517.39.

One bond is wanting for the amount of \$1,350, which the President states is in the hands of L. Clark, agent. Both bonds and mortgages are wanting for the amount of \$7,200; for this amount the committee state they have seen the drafts in the office by the borrowers, endorsed by the agent. And the president states of this amount, one bond and mortgage to the amount of \$700 is with B. F. Butler, agent; one bond and mortgage to the amount of \$4,000 is with W. B. Ludlow, agent, and one bond and mortgage to the amount of \$500 is with F. Whittlesey, agent; one bond and mortgage to the amount of \$2,000 with A. Cook, agent.

The mortgages are wanting for the amount of \$181,538.06. The President states the above mortgages are in the office of the several clerks for recording, excepting one for \$1,400, which has been accidentally misplaced among the papers of the office, and not found, and excepting several, amounting to \$47,633.98, with counsel of the bond for foreclosure, and other purposes. The committee examined several of the certificates of the clerks, and found them correct.

The committee further report that they have compared the bills receivable as entered in the books of the com-

Amount carried forward,.... \$

| | | |
|--|------------|--------------|
| Amount brought forward, | | |
| pany, and with the note book of the Manhattan Bank, certified by D. I. Ledyard, teller, and found the said entries correct, and that the amount of bills receivable so entered the 31st December, 1833 inst. is in bank \$284,765.08, in the office, \$99,451. 59, | 384,216 67 | |
| The committee further report that they have examined the loans on stock and other personal securities, and find them correctly entered in the books of the company, and that the certificates of stocks and securities as entered, are in the office, and that they amounted, on the 31st Decem- ber, 1833, to | 399,219 00 | |
| The committee further report that the deposits in trust amounted, on the 31st December inst., to | | 2,919,138 62 |
| And the trusts of accumulation on the same day to | 140,505 06 | |
| The committee further report that they have examined the state of the ac- counts of the company, as guar- dians appointed by the Chancellor, of two minors, George B. Marshal and William W. Marshal, and find the company have received on that account, in cash, \$10,825.23, which is correctly entered in the books of the company, and for the same account, a transfer of United States stock, being a certificate for \$7,451.30, bearing an interest of 5 per cent, redeemable in 1835, | | 10,825 23 |
| The committee further report that they have examined the life insurance account, and find the amount enter- ed on the account to December 31st inst., | | 34,937 02 |
| The committee further report that they have examined the annuity account, and find the amount received for annuities, granted to December 31st instant, | | 15,133 91 |
| And the amount paid to the Bank of Monroe, for an excess of interest on loan upon bond and mortgage, called on the books an annuity purchased, | 1,489 80 | |
| Amount carried forward, | | 3 |
| [Assem. No. 284.] | 7 | |

| | | |
|---|-----------|-----------|
| Amount brought forward, | \$ | \$ |
| The committee further report that they estimate the company's real estate at its cost, | 42,861 85 | |
| It appears from the books that this amount of rent has been received on a part of the same, | | 825 00 |
| The committee further report that they have examined fifteen certificates of Albany city stock belonging to the company, each certificate being for \$3,000, making \$45,000, 1 per cent advance having been paid for the same, | 45,600 00 | |
| The committee report this sum due from individuals for insurances effected on their property, upon which the company have made loans, | 557 17 | |
| The committee further report that the expenses of the company, including salaries for six months, ending December 31st, 1833, | 8,493 19 | |
| And the payment of a tax on the capital and building for one year, paid for the whole year, | 5,800 00 | |
| The committee further report that they have examined the bank book, and find the balance in the Manhattan Bank to agree with the books of the company, said balance amounting, on the 31st December, 1833, inclusive, to | 7,624 39 | |
| The committee further report that this amount remains to the credit of the last dividend account as unclaimed, | | 2,516 00 |
| The committee further report that they have examined the state of the account of the company, as receiver to the estate of John Grayson, under the order of the Vice-Chancellor, and find a balance to the credit of that account on 31st December, 1833, | | 2,256 51 |
| The committee further report that there appears on the 31st December, inst., a credit balance of interest on bills receivable, amounting to | | 14,882 52 |
| And a credit balance on the 31st December inst. on stock loans, amounting to. | | 22,747 99 |
| Amount carried forward, | \$ | \$ |

| | | |
|--|---------------|---------------|
| Amount brought forward, | \$ | \$ |
| And a credit balance on the 31st December inst., of interest on bond and mortgage, amounting to | | 101,324 78 |
| And also a credit balance of interest, on the 31st December instant, on stocks held by the company, amounting to | | 1,475 00 |
| The committee further report that there appears a debit balance for interest paid on deposits of trust, on 31st December inst., amounting to | 58,286 81 | |
| And a debit balance of interest paid on loans to the company, on the 31st December, 1833, amounting to | 1,756 79 | |
| The committee further report that the surplus funds of the company, as stated to the 30th June last, amounted to | | 92,780 80 |
| The committee further report that there is a balance to the credit of profit and loss, of | | 2,027 10 |
| | <hr/> | <hr/> |
| | 34,361,375 58 | 34,361,375 58 |

The committee further report that they have not extended their examination of deposits in trust, and other monies received by the company beyond the balances stated in the ledger, and that they have not gone over the calculations of interest due by or to the company, or paid to or by the company, but that they have seen sufficient to give confidence in their correctness, and find them to agree as stated, with balances of those accounts in the books of the company.

The committee further report, that from their own observation, and the statement made by the officers of the company, the following result may be depended upon:

| | | |
|---|----------------|---------------|
| Capital, | \$1,000,000 00 | |
| The deposits in trust, amount to | 2,919,138 62 | |
| Trusts of accumulation, | 140,505 06 | |
| Guardianship accounts, | 10,825 28 | |
| Life insurance, | 34,937 02 | |
| Annuities granted, | 15,133 91 | |
| Receivership account, | 2,256 51 | |
| Unclaimed dividend, | 2,516 00 | |
| | <hr/> | 34,125,812 35 |
| Which is to be accounted for by the following amount invested on bond and mortgage, | 3,863,005 45 | |
| Bills receivable, | 384,216 67 | |
| | <hr/> | <hr/> |
| Amount carried forward, | \$ | \$ |

| | | | |
|--|---------|-------|--------------|
| Amount brought forward.... | \$ | \$ | |
| Loans on stock, | 399,219 | 00 | |
| Real estate, | 42,861 | 85 | |
| Stocks held by the company, | 45,600 | 00 | |
| Due from individuals for insurances effected on their property, for their account, | | 557 | 17 |
| Annuity purchased, | | 1,489 | 80 |
| Cash due from country banks, and for Interest, &c. | 41,885 | 46 | |
| Balance in banks, | 7,624 | 39 | 4,287,059 79 |
| | | | <hr/> |
| | | | 161,747 44 |

Add the following items:

| | | | |
|--|--------|----|------------|
| The interest due on bond and mortgages, due 1st December, 1833, and previous thereto, and not paid, and accruing from the 1st to 31st December, 1833, inclusive, amounting to, | 62,188 | 83 | |
| Interest due to the company on stock loans, | 10,010 | 04 | |
| Interest on stocks held by the company, | 375 | 00 | |
| Rent, | 875 | 00 | |
| Interest of annuity purchased, | 280 | 88 | |
| Allowance of corporation of New Orleans for charge of stock account, | 200 | 00 | 73,824 75 |
| | | | <hr/> |
| | | | 235,572 19 |

| | | | |
|---|--------|----|--------------|
| From which will be taken interest on premiums of insurance, | 1,012 | 62 | |
| Interest on bills receivable, credited in ledger but accruing on and after the 31st December, 1833, | 632 | 21 | |
| Interest due on deposit of trust, ... | 74,528 | 15 | |
| Interest on trust of accumulation, including sum accumulated | 7,741 | 36 | |
| Interest on deposit with company as guardians, | 1,415 | 20 | |
| Interest on annuities granted, | 1,539 | 32 | 86,868 86 |
| | | | <hr/> |
| | | | \$148,703 23 |

The committee are of opinion that it will be proper for the company to declare a half yearly dividend of 4½ per cent on the capital stock of the company, payable on the 12th.

THOMAS W. LUDLOW,
H. C. DERHAM,
P. G. STUYVESANT.

A brief review of the company's transactions from the commencement to this time, will best enable the Chancellor to judge of the reasonableness of the opinion I shall express upon the remaining topic submitted to my consideration, to wit: the advantages derived by the public from its operations.

The following is a tabular view of the loans of the company at the periods of their reports in 1831, 2, 3, and 4 respectively.

| | Capital. | Not Capital | Stock Securities. | Bonds, Bills or Notes. |
|------|------------|--------------|-------------------|------------------------|
| 1831 | 785,764 | \$30,300 00 | 1,498,803 41 | 978,522 00 |
| 1832 | 1,000,0000 | 408,481 87 | 287,745 08 | 248,146 42 |
| 1833 | do | 1,101,560 02 | 619,549 50 | 800,521 13 |
| 1834 | do | 2,320,052 11 | 298,504 00 | 528,485 00 |

In 1831, the company had insured 37 times, in 1832, 53, in 1833, 183, and in 1834, 504.

The following comparative view of the amount of deposits and character of depositors, at the same periods, will show the progress and usefulness of the company, as respects that branch of its business.

| | | |
|-------------|--|----|
| 1834 | | \$ |
| 9,150 94 | | |
| 11,504 66 | | |
| 12,911 13 | | |
| 1,700 00 | | |
| 7,893 41 | | |
| 2,082 28 | | |
| 6,050 97 | | |
| 12,287 00 | | |
| 10,615 47 | | |
| 3,776 43 | | |
| 9,393 26 | | |
| 14,299 01 | | |
| 15,442 00 | | |
| 14,508 12 | | |
| 12,960 96 | | |
| 15,085 94 | | |

Deposites in trust for accumulation.

| | | | | |
|---|----------|-------------|-------------|--------------|
| Principally for children,..... | 4,484 12 | 33,445 89 | 52,059 64 | 112,776 12 |
| Registers in chancery, and surrogates,..... | | 17,413 54 | 26,447 54 | 39,098 31 |
| | | \$50,859 43 | \$78,507 18 | \$151,576 43 |

The following is the total of deposits belonging to the court of chancery, to surrogates courts, to guardians, receivers and executors, or of a special character, and the total of all sums deposited for accumulation.

| | | | | |
|---|------------|------------|------------|------------|
| Funds belonging to the court, &c.,..... | 310,304 25 | 437,585 37 | 612,572 53 | 780,559 39 |
| Deposited for accumulation,..... | 4,489 12 | 33,198 12 | 78,597 18 | 140,505 06 |

The following is extracted from the balance sheets of the company, for the months of January, February, March and April, 1834, and will exhibit its situation during a period of reputed distress in the money market.

| | January. | February. | March. | April. |
|--|--------------|--------------|--------------|--------------|
| Loans on bond and mortgage not capital,..... | 2,363,605 45 | 2,411,181 98 | 1,445,731 21 | 2,483,197 17 |
| Bills receivable,..... | 394,216 67 | 293,390 20 | 265,429 00 | 260,522 87 |
| Loans on stock,..... | 399,219 00 | 335,280 98 | 327,094 00 | 258,714 02 |
| Balance in bank,..... | 7,624 39 | 19,654 34 | 27,498 80 | 19,373 27 |
| Deposites in trust,..... | 2,919,138 62 | 2,800,268 11 | 2,790,651 29 | 2,761,603 24 |
| Trust of accumulation,..... | 140,505 06 | 150,588 89 | 152,756 43 | 151,776 43 |
| Surplus funds,..... | 92,780 86 | 103,703 33 | 103,703 33 | 103,703 33 |

The amount of the company's loans on bonds and mortgages in this State, without the city and county of New-York, the terms of the loans, the manner and expense of effecting them, and the probable character of the borrowers, attracted my attention in reference to my duty under this branch of the order of the Chancellor. As relates to some of our western counties, the amount of their indebtedness to the company, would be alarming to the independent, ignorant of their peculiar situation. Inducements to borrow, there, not existing elsewhere to the same extent in this State, are to free the borrower from immediate liabilities to the Holland Land Company, the Pulteney estate, and other extensive landed proprietors, to secure deeds where the title to their land exists only in contract, and to enable new contractors to purchase real estate with cash, at prices much less than the ordinary credit sales. Making allowance for this particularity, the mass of farmers in the country loaning money may be generalised as men wanting money to meet domestic engagements, which cannot be conveniently deferred, or for the purpose of permanently improving their estates. There are undoubtedly many instances of improvidence originating in the facility afforded by the existence of the company in procuring loans. It is a part of the legitimate business of legislation, to guard the indiscreet and temptable from enticement to ill, but when to do so effectually it is necessary to abridge the privileges of a more numerous class of enterprising citizens, justice requires that the interest of the latter should not be sacrificed to mere sympathy for the weaknesses of the former. The semi-annual payment of interest on the first days of June and December, is a condition uniformly required in all loans upon bond and mortgage. I found in the office three varieties of mortgage. In the first, the principal is payable in one year, with a covenant, that if the interest should be in arrear and unpaid for the term of thirty days after it became due and payable, the principal should be considered as due and payable, and authorising a foreclosure and decree for the whole. In the second, the time of payment of the principal is left to be settled by agreement of the parties. There is a like provision in relation to interest in arrear and unpaid, with the additional covenant, that if the mortgaged premises shall so depreciate in value, as in the judgment of the trustees to render them an insufficient security for principal and interest, and they should, by resolution, require the payment of a proportion, the mortgagor will pay the sum required within three months after notice of the resolution, or in default, the company may collect the whole debt. The third, as to time of payment, is like the second; has the same provision as to default in payment of interest as the first, with a mutual covenant, that if the company shall require, or the borrower desire, to pay an instalment of ten per cent of the principal, on the first day of June or December, in any year, if sixty days previous notice has been given, the one will pay, and the other receive such instalment; and in case of neglect on the part of the mortgagor to pay the company at its option, may foreclose the mortgage and collect the whole debt, or institute an action for the instalment. The rigor of these provisions is necessary for the security of the company, and unabused are advantageous to the borrower in promoting a habit of attention and punctuality.

The present regulations of the company forbid its being the purchaser of real estate upon foreclosure of mortgages at a price beyond the amount due to it, and of holding such as it may purchase if it can be sold without loss.

The manner of effecting loans in the country, and the relation existing between the company and the persons denominated agents as understood by the board of trustees, will be sufficiently shown by the following extract from the minutes of the board.

At a meeting of the board of trustees of the New-York Life Insurance and Trust Company, held Tuesday, November 5th, 1833.

William Bard, President,

James Kent,

G. C. Verplanck,

James McBride,

John Rathbone, Jr.

H. C. De Rham,

Jonathan Goodhue,

Stephen Whitney,

Thomas Suffern,

Nathaniel Prime,

William B. Lawrence.

Samuel Thompson,

The President reports that a rule has been adopted and notice given to the agents of the company, that when a loan is agreed to before the title is approved by the counsel of the board, it will be expected that the agent annex to the papers a statement of all expenses the borrower has been put to in obtaining the loan, including clerk's fees, certificates of discharge of judgements, of mortgages, agents charges, &c. &c.

In stating to the board the adoption of this rule the President begs leave to recapitulate the steps, which from time to time have been taken to regulate its transactions with agents and borrowers. On the commencement of business, the board appointed Messrs. Duer and Robinson, in the city of New-York, and Mr. B. F. Butler of Albany, counsel to the board; at the same time, gentlemen of the legal profession were appointed, one in each county, whose opinion the board were willing to take as to the value of property offered as security.

Applicants for loans as well in the country as in the city, after having satisfied the loaning committee of the sufficiency of the security, were directed to place their title deeds in the hands of the counsel of the board for examination; with this examination the agents so called, for want of a more appropriate name, had nothing to do, his duty extended only to valuing property, and his appointment was made for the convenience of those residing out of the city. The company had not been in operation more than six months before complaint was made of the great expense imposed on borrowers by the necessity of bringing their papers and documents to the city. The expense of the journey, the delay in the city while the papers were examining, the frequent necessity of one or two journeys for the correction of errors and removing difficulties, were represented as a heavy tax, and solicitations were made that the plan might be altered. The board thinking the complaint well founded, and anxious to make the company a public convenience, authorised an alteration, and the applicants from the country were informed, that if preferred by them, the agents or other attorneys might examine their titles and prepare their papers.

This was left to their choice, the board still requiring further security, and without which experience has proved their loans would

have been unsafe, and that the deduction of title and mortgage, and all necessary documents, should be submitted to the examination of their counsel. What the party borrowing paid to the agent or others, if employed for their services, as the board did not employ them, was left to agreement between them and the borrower. The application was not made by the board to the borrower, but by the borrower to the board, and by the alteration, the duty of the agent to the company was not changed or extended, but remained as before.

The counsel charged the borrower for the examination of his title, and for the bond and mortgage, the usual fees, which in the opinions of the masters appointed by the Chancellor, were moderate for the services rendered, and their responsibility.

Forgetting, or ignorant of the motives for making this alteration, complaints were now made, that the company forced their borrowers to pay counsel in the city, and counsel in the country. Unfavorable feelings were excited, and the company found their endeavors to accommodate the country had been unsuccessful. Again the subject was brought before the board, the trustees felt unwilling in any way to become connected with the agents, excepting as valuers of property, or to consider them accountable to the board as their attorneys. The board intimated to their counsel, that it would be well for them in their individual capacities to arrange with the agents some plan by which the board should be freed from the censure of doing injustice or oppressing those whom they were anxious to benefit.

The counsel then suggested that the several agents should examine the title, draw the deduction mortgage and other papers, and make a reasonable charge for their services, and divide it in certain proportions between them, according to the supposed labor and responsibility of each party. Such an arrangement was made and acted on several months. This attempt again proved unsuccessful. It was an unforeseen but necessary consequence that the agent in explaining the propriety of his charges to the person who employed him, stated that his own remuneration was smaller than it appeared to be, because a portion went to counsel in New-York. This was still paying counsel in the city, and counsel in the country, with the additional charge, that it was doing that clandestinely which before had been done in an open and direct manner. The President again called the attention of the board to the subject, and urged as a final remedy that the board should assume the expense of paying their counsel for all services rendered to the country borrower in examining their papers, with charges made in the country by the agent employed, as he was by the borrower, they conceived that they had nothing to do, and of those charges for which they were in no way responsible, they hoped they should not now hear.

It is true there is no longer any complaint of counsel paid in the city, but a false erroneous notion has extended through the country, that the agents of the company are their agents beyond the limit to which it is intended by the company, they shall be considered and beyond the single service of valuing property, the consequence of which is to make the character of the company responsible for every

act of an agent in business in which they do not employ them. To avoid this result great pains have been taken to make the public acquainted with the true relation the agent bears to the company.

In the first report the board made to the Chancellor, they stated the duty of the agents in the following words: "With regard to the agent of the applicant to the company for loans, whether it be one of those gentlemen whom the trustees have pointed out as persons in whom they have confidence, or whether it be one of the borrower's own choice, the trustees have no means of controlling him, in charging him for his services, but by their urgent advice to the former, that he will make his charges moderate, and not beyond what a proper remuneration makes necessary, and this, the trustees are assured is done." In the second report the trustees say, "The trustees beg leave to explain the usual manner in which a loan on bond and mortgage is completed in the country. They have selected several gentlemen in different parts of the State, in whose judgment and integrity they have confidence, and have let it be understood by the public, that the opinion of those gentlemen, as to the safety and propriety of a loan, will be considered as the best evidence that can be offered on these points. If an application is made through either of these gentlemen, he forwards to the president his opinion of the value of the property offered as security for the loan, and his opinion on any other points which he thinks it important the trustees should be made acquainted with, so far acting for the benefit, and as agent of the company.

If the loan is granted, the applicant procures and presents to the board satisfactory evidence of title. This, if applicant desires it, may be done through the gentlemen who have been mentioned." These reports have been published and circulated in every part of the state.

Still with more certainty, to bring home to borrowers the knowledge of the limited connection existing between the company and its agents, the latter have been cautioned to state to borrowers that they act solely as their agents, and have been directed, as evidence that they do not neglect to do so, to have the draft by the borrower on the company drawn in favor of the agent, as agent of the borrower, a practice generally adopted.

With these precautions, it would seem impossible the true relation existing between the company and its agents should not be understood. Yet, judging from rumor, it is not, at least it is not pretended to be, and complaints of undue charges occasionally appeal to the company as if they were responsible, or could control the conduct of the agent the borrower himself employs. The trustees, though not considering the agents accountable to them in any capacity but the important one of estimating the securities offered to them, have so far watched the interest of borrowers, as through their president, earnestly to advise moderation to their agents in their charges, when they act as attorneys for borrowers. Where complaints have reached the board, inquiries have been made, on the ground that they have a right to know that those to whom they confide their most important interest, are free from the imputation of oppressing, or any other misconduct. In three instances alone, out of 2,255 loans on bond and mortgage, have complaints against

any agent acting for the company come to the knowledge of the board; one by the acknowledgment of the complainant, and it is believed that all are without the least foundation. When it is remembered that in addition to the above precautions, the greatest care has been taken to select for agents of the company none but gentlemen of high character, and that there is not one among them but of acknowledged reputation for integrity and ability, it must be allowed all has been done, that could be done prudently and safely, to secure attention to the interests of the company, and to protect those of the borrower.

The rule stated in the commencement of this report has been adopted, that in future, where charges are made of undue expenses, the board may have, immediately within their reach, the means of satisfying the complainant and of justifying the agent.

That the Chancellor, to whom every thing that concerns the company or those connected with it ought to be known, or the master under his direction, may, if desired by him, inquire into the truth of such charges, and that the trustees may judge how far impropriety of conduct in this respect, should the case occur, as it would in any other, may make it proper for them to decline the services of an agent in future:

The President recommends that the rule should be made a permanent rule, and offers the following resolution:

Resolved, That before the papers connected with a country loan are approved by the counsel of the board, there shall be a statement of the agent, accompanying the papers, of all expenses the borrower has been put to in obtaining the loan.

Extract from the minutes.

E. A. NICOLL, Secretary.

The concluding resolution, I found, had been but imperfectly complied with. I examined all applications in the office subsequent to its adoption, for the purpose of ascertaining the extent of imposition, if any, practised by the agent upon the necessity of the borrower. The majority of the statements were deficient in items, as in the following example:

| Loan, \$1,000. | | |
|-----------------------------------|--------|---------|
| Mortgage, &c., | \$6 00 | |
| Miscellaneous, | 9 00 | |
| Disbursements, | 12 50 | |
| | <hr/> | \$27 50 |
| By another agent, loan \$6,000. | | |
| Papers, | \$5 00 | |
| Effecting loan, 1 per cent, | 60 00 | |
| | <hr/> | \$65 00 |
| Disbursements added. | | |

Others more particular:

Loan \$1,400.

| | |
|--|---------------|
| Drawing bond and mortgage, | 5 00 |
| Commission for negotiating loan, 1½ per cent, | 7 50 |
| Clerk Genesee, | 7 86½ |
| Do Utica, | 1 30½ |
| Postages, &c., | 3 00 |
| Affidavit of title and letter, | 1 00 |
| | <hr/> \$35 67 |

Another.

| | |
|-------------------------------------|---------------|
| Negotiating loan \$2,000, | \$30 00 |
| Dealing out papers, | 6 00 |
| Draft and copy affidavits, &c. | 2 25 |
| | <hr/> \$38 25 |

Disbursements increased the bill to \$63.38½.

The company have the power, which they have assumed by general regulation, to introduce moderation and uniformity in the charges of agents for ordinary services, and by rigidly requiring the items of expenses to be reported and countersigned by the borrower, it will interpose a sufficient restraint to oppression.

To the borrower the expense of negotiating the loan, with the exception of that portion of it which is for a deduction of title, (and such deduction must often be useless for every other purpose) is in the nature of a premium upon the money borrowed. The company, however, cannot, with prudence, require less evidence of the validity of title, but it may essentially diminish the burden by discouraging loans in the country upon bond and mortgage, for a less sum than five hundred dollars. For the purpose of further aiding me in forming an opinion of the general character of the borrowers on bonds and mortgages, I examined and ascertained the amount of voluntary payments to the company from December 31, 1832, to the 19th of March, 1834. I found the whole amount to be \$253,956.13. That of this sum \$143,677.46 was in the city of New-York, and \$110,278.67 in the country, and in portions from almost every county having loans. Of the amount so paid, \$117,398.27 was of the capital stock, and \$136,547.86 not capital stock. The constant investment of the capital is preserved, by substituting for a bond and mortgage paid off, one of corresponding quality and amount from those not included in loans on capital. I am aware that there is a jealousy of monied power and monopoly which has its foundation in patriotism. I am apprehensive that there is one more common, of which the ingredients are envy and covetousness. Examples illustrating the former are few in our happy country, and in a hasty recourse to the opinions of statesmen, whose conclusions have been drawn from its evils as existing in aristocratical governments, it is impossible to estimate the allowance made by them for the counter-vailing policy of our laws.

The powers of the company are extensive and unusual. Its perpetuity is a quality which is obviously indispensable to the exercise of its power to make insurance on lives, to grant and purchase an-

nuities, and make contingent contracts involving the duration of life, to corporate powers, and exercised by a board of trustees holding their offices during good behavior. That board, however, was selected by the Legislature, and provision made in the charter for supplying vacancies, with a caution which precludes the apprehension that demerit can ever introduce itself extensively into the association. If it should, the Chancellor has power to extirpate and degrade it. Of the trustees originally appointed, nineteen are still acting, one has died, two became disqualified by not becoming stockholders to the required amount, three resigned without ever having acted, and five from personal reasons wholly unconnected with the transactions of the board. Of those appointed from time to time to fill vacancies, one only has deceased, and none retired from the trust. There has been no alarming accumulation of stock in the hands of individuals. The number of stockholders in 1831, was 131; in 1832, 145; in 1833, 134; in 1834, 128.

The company is subject to the visitation of the Chancellor of the State, and the Legislature have power at any time hereafter, to repeal, alter or modify the act of incorporation; a power which will probably never be exercised arbitrarily, or without just cause, but to which the public may look with confidence as a shield against every danger anticipated from overgrown wealth, and the company as a sword which will assuredly avenge the first meditated oppression of the citizen. From the foregoing facts and considerations, it is my opinion that the advantages derived by the public from its operations, in its aid to the court of chancery and surrogates, its efficient protection of the property of infants, its safety as a place of deposit, the providence and frugality which it encourages in insuring lives and granting annuities, and the liberality and integrity of its loans are many and important, and that the results of its operations thus far, furnish no reasonable ground for regarding it as an institution accumulating power, inauspicious to the prosperity and freedom of the community.

All which is respectfully submitted.

E. B. MOREHOUSE.

Dated April 20, 1834.

IN CHANCERY—BEFORE THE CHANCELLOR.

*In the matter of the New-York Life }
Insurance and Trust Company. }*

WILLIAM BARD, of the city of New-York, being duly sworn, doth depose and say as follows, to wit: he is President of the New-York Life Insurance and Trust Company, and as such, has furnished to the master, when required in the course of the investigation made by him in the above matter, all necessary information, and the means for ascertaining the actual situation of the said company, so far as the same were in the possession and power of the said company, without any restriction whatever. And that the information given

by this deponent to the said master, when required, relating to his investigation, was and is, to the best of this deponent's knowledge and belief, in every essential particular, true. .

WM. BARD.

Sworn and subscribed before me, }
March 28, 1834.

E. B. MOREHOUSE,
 Master in Chancery.

IN CHANCERY—BEFORE THE CHANCELLOR.

*In the matter of the New-York Life }
 Insurance and Trust Company. }*

EDWARD A. NICOLL, of the city of New-York, being sworn, doth depose and say, that he is the Secretary of said company, and keeps the books and accounts connected with and relating to the affairs of said company. That, as such secretary, he has furnished the master in the investigation made by him, in the above entitled matter relative to the affairs of the company, and in reference to the statements made in the last answer of the company to this court in behalf of the board of trustees, all the accessible means for ascertaining the actual situation of the affairs of said company, and the truth of the statements made in said answer, and that he has not withheld any means in his possession, which, to his knowledge, could throw any light upon the affairs and concerns of said company, or which could prevent the said master from, or mislead him in correctly, truly and fully, ascertaining the same. That the several and various entries contained in the several and respective books, the statements, calculations and amounts therein specified, made and recorded are, to the best of this deponents knowledge and belief, true. That this deponent did not knowingly conceal, withhold or disguise the actual situation of the affairs of said company in any particular or on any occasion during the examination of the said master, and that the proof furnished, and the assistance and information given by this deponent to the said master in the progress of said examination, was with a view of enabling him to ascertain the positive condition of the said company, and the mode in which the affairs are and have been managed.

EDWARD A. NICOLL.

Sworn before me, March 28, 1834.

E. B. MOREHOUSE,
 Master in Chancery

IN CHANCERY—BEFORE THE CHANCELLOR.

*In the matter of the New-York Life }
Insurance and Trust Company. }*

*City and County of New-York, ss:—*H. De Rham and Peter G. Stuyvesant, of said city, being sworn, severally depose and say, that they are trustees of the said company, and were appointed a committee from the board of trustees, in the month of December last, to examine the books, vouchers and documents in the office of the said company, in order to ascertain the situation of its affairs prior to the declaring a dividend on the seventh day of January last past; that such examination was made up to and inclusive of the 31st December last past. That the report, signed by them respectively, shows in detail the result of such examination, which was made fully and to their entire satisfaction. That they believe the said report to be a true and faithful exhibition of the situation of the affairs of the said company on the last day of December past; that the entries in the appropriate books were correctly made—that the vouchers and documents relative thereto were fully exhibited to them, and that the various statements in said report contained, are severally true.

H. C. DE RHAM,
P. G. STUYVESANT.

Sworn and subscribed the 27th March, 1834.

E. B. MOREHOUSE,
Master in Chancery.

STATE OF NEW-YORK.

No. 285.

IN ASSEMBLY,

March 11, 1835.

REPORT

Of the select committee on the petitions of several towns in St. Lawrence county, praying an alteration of the poor laws for that county.

Mr. King, from the select committee to which were referred the petitions of several towns in the county of St. Lawrence, praying an alteration of the poor laws for that county,

REPORTED:

That the petitioners represent, that the poor laws now in force in that county are the laws establishing the poor-house system: that the poor-house system was adopted in that county in the year 1825; and that the distinction between town and county poor was abolished in the year 1832, by a vote of the board of supervisors: that the county of St. Lawrence is one of large territory and scattered population, and they represent that, at the last session of the board of supervisors of their county, resolutions were unanimously adopted recommending a change, or an abandonment of the poor-house system: that an investigation of the expenses for the support of paupers for the last fourteen years in that county was made, by the said board of supervisors, and they were found to have been as appears by the following statement:

*St. Lawrence County, Clerk's Office }
of the Board of Supervisors. }*

I certify that the following table exhibits a true statement (as appears by the records of the board of supervisors) of the amount

[Assem. No. 285.]

of moneys raised by direct taxation in the county, from the year 1830 to the year 1834, inclusive, for the relief and support of paupers in said county, together with the purposes for which these moneys were raised and expended.

November 20, 1834.

BISHOP PERKINS,

Clerk of the Board of Supervisors.

The petitioners attribute, in some degree, the increase of their expenses for the support of paupers to the improvident manner in which relief is frequently granted by the officers executing the poor laws, by which there exists no direct liability of the town to discharge the expenses that may be incurred by the acts of its own officers, such expenses being paid by the county. This consideration induced the board of supervisors to believe that, while ample charity would be extended, the expenses for the support of paupers would be diminished by a law that would make all paupers town paupers: on this point the petitioners are not unanimous

* This year the poor-house system was first adopted.

† This year the revised statute took effect as laws.

‡ This year the distinction between town and county poor was abolished.

§ \$7,000 was raised to pay off debts and partly as a prospective fund. The amount of tax in 1834 is stated, but how it will be used does not yet appear.

in the resolutions adopted at their several town meetings, some asking that the former distinction only between town and county poor should be restored; and some preferring that all should remain a county charge. Your committee are of opinion that a restoration of the former distinction would not accomplish any aggregate beneficial effect; and they are not at this time prepared to recommend so much change in the present poor laws as would be requisite to make all paupers town paupers; although, in the opinion of a majority of your committee, such change would be an improvement of the present system. There is one point, however, on which all your petitioners agree; it is that a very large proportion of the expenses incurred is on account of the peculiar location of the county, with a frontier of more than seventy miles, bordering upon and separated from Canada only by the river St. Lawrence, which is the great highway of emigration into Upper Canada: and your petitioners represent that "there are no laws in the provinces of Upper or Lower Canada for the support and relief of paupers, but their support and relief is left entirely to private charity: that the emigration of poor and destitute people from Great Britain and Ireland into those provinces is very great, and increasing yearly: that their numbers have exhausted the sources of private charity in Canada, and as a relief from the importunity of beggars and sights of wretchedness and poverty, the inhabitants of Canada induce them to come into that county, with the express purpose of availing themselves of relief through the poor laws." This is the principal evil complained of; and while your petitioners admit their moral obligation to relieve and support those whom misfortune may have reduced to want, they deny that any principle of public policy, of justice, or of charity, would impose a legal obligation that compels them to support the paupers of the Canadas.

Your committee, deeming the complaint of your petitioners in this respect to be just, have instructed their chairman to introduce a bill for their relief.

STATE OF NEW-YORK.

No. 286.

IN ASSEMBLY,

March 14, 1835.

REPORT

Of the committee on the petitions of aliens, on the petition of Maria S. Hall, relative to a lot of land in the city of Schenectady.

Mr. Patterson, from a majority of the committee on the petitions of aliens, to which was referred the petition of Maria S. Hall, asking for the passage of an act releasing the right, title and interest of the State to a certain lot of land in the city of Schenectady,

REPORTED:

That the petitioner represents, that she is the widow of William B. Hall, late of the city of Schenectady, deceased; that the said William B. Hall died on or about the fifteenth day of December, 1834, leaving no issue, and having, at the time of his death, certain real estate in the said city of Schenectady, of about the value of twelve hundred dollars; that the said William B. Hall, previous to his death, made his last will and testament, by which he devised to the petitioner all his real and personal estate, for the use and benefit of the petitioner and her heirs and assigns forever.

The petitioner further represents, that the said William B. Hall was an alien, born in Ireland, and had never been naturalized in the United States, although, as she has been informed and believes, the said Hall had filed an affidavit of his intention to become naturalized, but had not obtained a certificate of naturalization.

The petition is signed by the petitioner, and verified by oath before Harmanus Peek, esq., Recorder of the city of Schenectady.

It appears by evidence before your committee, that the premises which the petitioner asks to have released to her, which is situated at the corner of Ferry and Liberty-streets, in said city of Schenectady, once belonged to James O'Conner, who, to secure the payment of four hundred dollars to Harmanus Peek, executed two several mortgages, one of which bears date the 12th day of October, 1820, and the other the 7th day of June, 1823; which said mortgages were duly executed and recorded in the clerk's office of the county of Schenectady.

It also appears, that subsequent to the execution of said mortgages, the said James O'Conner died, leaving said premises to his wife, Eliza O'Conner, agreeable to his last will and testament; that on the 29th day of April, 1829, the said Eliza O'Connor conveyed said premises to Jane Brown and Mary Brown, by deed, which was duly executed and recorded in the clerk's office of said county; that some time thereafter the said Mary Brown died, leaving her part of said premises (which was one equal undivided half,) to her sister, Eliza Brown, subject to the said mortgages above described; and that soon thereafter the said Eliza Brown died, bequeathing her interest therein to her father, William Brown. That the said Jane Brown, (after having purchased the premises above mentioned of Eliza O'Conner, and being the owner of one equal undivided half, in common with Mary Brown,) married William B. Hall, by whom she had one child; and that on the 27th day of March, 1832, the said William B. Hall and Jane his wife conveyed, by deed to William Cunningham, all the right, title and interest of the said Jane to the said premises, and on the 28th day of March, 1832, the said Cunningham reconveyed said premises to the said William B. Hall, which said deeds were duly executed and recorded in the clerk's office of the county of Schenectady.

It also appears that on the 2d day of April, 1832, the said Jane, wife of the said William B. Hall, died, leaving her said husband and child surviving her; and that on the 18th day of the same month, William B. Hall purchased of William Brown, for the consideration of two hundred dollars, all the right and title of the said Brown to the above mentioned premises. subject to the said

mortgages above mentioned, which said deed was duly executed and recorded in the clerk's office aforesaid.

It also appears, that the said infant son of the said William B Hall and Jane his wife, died on the 13th day of May, 1832, and that subsequently thereto, the said William B. Hall married Maria S. Kline, your petitioner, with whom he lived till the 15th day of December last, at which time he died, having bequeathed to her, his said wife, the whole of said premises, according to the provisions of his said last will and testament above mentioned.

Your committee would further report, that they have carefully examined the memorial of William Brown, who remonstrates against the passage of an act vesting in the petitioner, Maria S. Hall, the title to said lot of ground, and asks that a law may be passed vesting in him the right and title of the State, in said lot of land.

It has been the intention of the committee to ascertain all the facts in relation to the different claims, and the grounds on which such claims were founded. They have therefore given the parties an opportunity of being heard before the committee, and find that the ground on which the memorialist, William Brown, founds his claim to said house and lot is as follows:

It appears that Jane Brown, one of the purchasers from Eliza O'Conner, and who afterwards married William B. Hall, was the daughter of William Brown. Mr. Brown alleges that the conveyance from Hall and his wife to William Cunningham was a fraudulent conveyance, and that Hall, through fraud and false pretences, had induced his said wife to make said conveyance, for the purpose of vesting in him, the said Hall, the fee to said lot of land, by obtaining a reconveyance from said Cunningham to said Hall.

The evidence produced to substantiate the allegations of Mr. Brown is his own statement that he *believes* that Hall procured the conveyance from his said wife by false pretences, and also the statement of Mary Brown, who lived in the family of Hall previous to the death of Mrs. Hall, who says that "during the last sickness of Mrs. Hall she frequently heard Hall importuning his wife to do something," and from detached words that she heard, and from what, after the death of Mrs Hall, proved to be the fact, she believes that Hall was trying to persuade his said wife to con-

vey the property to him. The wife of the memorialist also says, that her daughter, Mrs. Hall, told her, previous to her death, that what she had done was to preserve the property for her child, (who was then living.)

The memorialist, Mr. Brown, also urges, as a reason for his belief that the conveyance was obtained through fraud, the fact, that the memorialist and the said William B. Hall were not on terms of friendship, and had not been since the marriage of the said Hall to the daughter of the memorialist, Mr. Brown, who, as he alleges, protested against and forbid the marriage.

On the other hand, we have the affidavit of Harmanus Peek, esq., recorder of the city of Schenectady, who states in his affidavit, among other things, "that he took the acknowledgment of the deed from William B. Hall and Jane his wife, to William Cunningham, and at the time of the execution of said deed he explained to the said Jane, wife of the said William B. Hall, that the object of said conveyance was to vest the title of said lot in the said William B. Hall, and that William Cunningham was to reconvey the said premises to the said William B. Hall, and the said Jane replied, that she '*understood the object perfectly.*'"

The memorialist contends that if he had been counselled by his daughter, Mrs. Hall, that she never would have made the conveyance to Cunningham for the benefit of Hall; but your committee cannot subscribe to the doctrine that a married woman must of necessity look to other persons than her husband for advice, so far as the matter of property is concerned, and it was perfectly reasonable in this case to suppose it was Mrs. Hall's intention to vest the title to the property in her husband rather than her father, who had been violently opposed to her marriage.

The committee consider the unceasing hostility of Mr. Brown to his daughter's marriage, as going very far to confirm the belief that it was Mrs. Hall's intention that her husband should have her property; but the affidavit of Mr. Peek puts the whole matter at rest, and is conclusive evidence of the intention of Mrs. Hall. If the memorialist had succeeded in showing that the conveyance from Hall and his wife to Cunningham, and the reconveyance from Cunningham to Hall, were in fact null and void, still his claim must fall to the ground. If the title to the land had not been confirmed in Hall by the deeds above mentioned, he would have been clearly and absolutely entitled to it by the law of descents.

It appears, as above stated, that Mrs. Hall died on the 2d day of April, 1832, leaving a husband and child. The husband, (Hall) would have been entitled to a life estate, and the child to the fee of the land. It also appears, that the child died on the 13th day of May, 1832, and consequently the father would have been the legal heir of the child. [See Session Laws of 1830, pages 387, 388.]

The petitioner, Mrs. Hall, is a citizen of the United States, and but for the alienage of the persons through whose hands the title has passed, would not have been under the necessity of applying to the Legislature for relief.

It is alleged on the part of the petitioner, and admitted by Mr. Brown, that the amount due on the mortgages given by O'Conner to Peek were paid by the petitioner from her own funds.

Your committee are therefore of the opinion, that it would be manifestly unjust to withhold from the petitioner what she is in equity entitled to, and vest the title in Brown, who is an alien, not naturalized, notwithstanding his assertion that "the petitioner has less need of the property than himself," and that he "would do more good with the property than the petitioner possibly could do."

A majority of your committee have therefore come to the conclusion that the prayer of the petitioner, Maria S. Hall, ought to be granted, and have directed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 287.

IN ASSEMBLY,

March 12, 1835.

REPORT

**Of the committee on public lands, on the petition of
S. Newton Dexter.**

Mr. King, from the committee on public lands, to whom was referred the petition of S. Newton Dexter, with the report of the Commissioners of the Land-Office on the same,

REPORTED:

That they have examined the petition, and the report above mentioned, (Assembly Documents, No. 134,) and are unanimously of opinion, that the prayer of the petitioner ought not to be granted.

STATE OF NEW-YORK.

No. 288.

IN ASSEMBLY,

February 12, 1835.

COMMUNICATION

From the Secretary of State, transmitting the annual report of the Directors of the New-York Institution for the instruction of the Deaf and Dumb.

**STATE OF NEW-YORK, }
SECRETARY'S OFFICE. }**

Albany, 12th Feb. 1835.

To the Speaker of the Assembly.

SIR—

I have the honor to transmit herewith, at the request of the directors of the New-York Institution for the instruction of the deaf and dumb, their annual report for the year 1834.

I avail myself of this occasion to observe that the annual report required of me, as Superintendent of Common Schools, in relation to the instruction of the deaf and dumb, will be presented to the Legislature in a few days.

I am, very respectfully,
Your ob't servant,

JOHN A. DIX.

SIXTEENTH ANNUAL REPORT.

The directors of the New-York Institution for the instruction of the deaf and dumb, having brought to a close the labors of another year, ask leave to submit to the Legislature a record of their doings in the following

REPORT:

The number of pupils resident in the Institution at the close of eighteen hundred and thirty-three, embraced in the last returns, was one hundred and thirty-four. During the past year twenty-one have been admitted, and eighteen have left, leaving on the 31st December, eighteen hundred and thirty-four, the actual number of one hundred and thirty-seven.

The crowded condition of the building, as stated in the last report, was such as to force upon the attention of the board the necessity of enlarging its accommodations, and constituted the basis of an appeal to the Legislature, which was generously entertained, and relief promptly administered.

In the investment of funds, thus placed at their disposal, in the erection of additional buildings, the board have rigidly adhered to the rule of combining the advantages of the greatest amount of room, with the least expenditure. After deliberation, it became manifest that these could best be secured by removing the roof from the main edifice, and increasing the height of the walls, so as to construct an additional story. This plan has been carried into effect; and the space thus enclosed has been converted into sleeping apartments, for the accommodation, respectively, of the male and female pupils. The rooms formerly set apart to these uses have been subdivided, and are now occupied for the various purposes indicated by the wants of the establishment.

Out of the materials composing the roof which was removed they have constructed a work-shop, fifty-five feet by twenty-five,

and two stories high, occupying the space between the stable and the shop formerly built; the whole forming a range of buildings, in architectural proportions not offensive to the eye, and affording ample accommodations for the various mechanical branches now taught, and for other necessary objects.

To avoid the expense of frequent repairs, as well as to afford greater protection against fire, it was judged expedient to cover the roof with zinc, which is not liable to be injuriously affected by the varieties of temperature, nor subject to oxidation, like some other metals, by exposure to moisture charged with saline properties. From the centre rises an observatory of suitable dimensions, which commands a rich, extensive and variegated prospect.

These improvements, demanded by the flourishing condition of the Institution, have necessarily involved the expenditure of a considerable sum, as will be seen from the annexed account of the treasurer. Including this, the current expenses for the year ending on the 31st day of December last, amount to twenty-four thousand, nine hundred and twenty-seven dollars and forty cents; and the receipts during the same period, twenty-three thousand, eight hundred and seventy-seven dollars and thirty-six cents; leaving a balance against the Institution, in favor of the treasurer, of one thousand and fifty dollars and four cents.

During the prevalence of epidemic disease, which has visited our city and other sections of the State, the board have had the privilege, on former occasions, to acknowledge exemption from its mournful effects among the objects of their charge. That justly dreaded scourge, which suddenly terminates life, interrupts commercial intercourse, and suspends the transaction of business, has, during the past summer, by the protecting shield of Heaven, again been averted from our dwelling; and while "a thousand have fallen at our side," we have endured no greater pain than that of beholding its desolations around.

Although they have been exempted from this form of disease, they are required to notice, and they do it with that conviction, which cordially admits the wisdom of God in all the arrangements of his providence, that lessons on human mortality have been once and again read to them and the pupils under their care.

The Rev. John Stanford, D. D., one of the founders of the In-

stitution, has closed his mortal career, and though not a member of the board at the time of his decease, being prevented by the decay of physical energies from the discharge of active duties, left the Institution a small legacy as a token of his cherished attachment. Another of our associates, Heman Averill, who, for the last three years, was an able and efficient member, has been removed by the hand of death. Were the occasion a proper one, the board would take pleasure in setting forth the excellencies of their departed fellow laborers, the evidence of which is preserved in the records of their benevolent deeds. We can only add in this place, that their memory will be cherished, while we commit to other hands the grateful task of doing justice to their characters.

Towards the close of the year the epidemic influenza appeared among the inmates of the establishment and prostrated, at a single blow, the health of a considerable number. In almost every instance, the disease took a determination to the lungs, and attacked those vital organs, in two cases, with such severity as to baffle medical skill, and terminate in dissolution. To the parents thus afflicted, the board would tender the expression of their sincere and tender sympathy. The board are happy to say that the disease has passed by and that the blessing of health is now restored.

In former reports, the board have stated their views in detail as to the utility, and the reasons for introducing the system of manual labor; but never before have they been permitted to record such gratifying results. With the enlargement of the shops, the facilities for communicating instruction in the mechanic arts are increased, and a corresponding improvement is visible in the dexterity and workmanship of the pupils engaged in acquiring a knowledge of the trades. Each occupation is under the direct supervision of a skilful mechanic, who devotes his whole time to the duties of his shop. The cheerful diligence of the pupils, in the prosecution of their work, promises the ultimate attainment of the end contemplated by the introduction of this branch of education.

The trades are not now, and may probably never become a source of profit to the Institution, and may continue a small charge upon its funds; but the benefits, which a practical acquaintance with them confers, are so striking, in the promotion of health, in the moral influence exerted, and the certain provision made for obtaining the means of future support, that the idea can never be

entertained of detaching this department from its relation to the system of intellectual and moral instruction.

During the past year a vacancy occurred in the department of instruction, by the resignation of Professor Vaysse, and his return to his native country to fulfil the duties of a son and brother. The board would express their high estimation of his talents and moral worth, and their approbation of the manner in which he discharged his duties while connected with the Institution.

They have the satisfaction to announce that they have engaged the services of Mr. John R. Keep, a graduate of Yale college, who entered upon his employment at the commencement of the academical year. From the recommendations given him by the officers of the college, and his devotion to the cause thus far, the board entertain no doubt that they have consulted the welfare of the Institution in his appointment.

The board do not deem it necessary to descend to particulars in relation to those matters which have been fully detailed in former reports. The measures recently adopted, important in themselves as well as in their connection, have had a direct reference to the personal comfort of the professors and pupils, and a desire to fulfil the just expectations of the Legislature. With regard to the management of internal affairs, perhaps it may not be improper to observe that in addition to the supervision of the officer charged with the execution of this important duty, and who is held responsible for his fidelity in this respect, the condition and wants of the Institution are subject to the weekly examination of a standing committee who keep minutes of their proceedings, which are submitted to the board at their regular monthly meetings. The Legislature will hence perceive that the most effectual means are taken to promote the welfare of the pupils and advance the interests and reputation of the Institution.

But while the board have thus labored in providing for the health and comfort of the pupils under their charge, they have not been unmindful of the fact, that these, though important, are still subordinate objects. Their first and great business, and that indeed for which alone they have a corporate existence, is to act on the *minds* of those committed to their care; to give them enlargement and strength, and above all, the power and means of holding intercourse with other minds, and of taking their rank in society as so-

cial and immortal beings. The main channel through which these results are to be effected, must obviously, in the great majority of cases, be *written language*.

The great problem then to be solved in the education of the deaf and dumb, is how, in a given length of time, to impart the most extensive and efficient use of this mighty instrument of human thought and fellowship.

Two methods for this end may be employed, differing widely from each other, yet each finding its ardent advocates. The first is to adopt the colloquial sign language of the deaf and dumb, in its state of development, where many of them are collected, as the great means of inducting them into the use of artificial language.

The other mode is to affix a definite sign to every word in spoken language, with the idea of placing the one on a level with the other. It assumes, as possible, that such development may be given to the rude and limited gestures of the deaf and dumb, as to make them correspond and be equivalent to human language, the wonderful precision and comprehensiveness of which, are the fruits of the successive improvements of ages.

These artificial and arbitrary signs, technically called *methodical*, as instruments of instruction, are liable to a three-fold objection. They are never used in the daily intercourse of the deaf and dumb. Being the invention of the teacher, they originally convey no idea to the mind of the pupil. They must therefore necessarily be taught, with much labor, in the school-room; thus imposing the task of learning *two* languages instead of one.

More than a year since this last system of signs was wholly discarded, and the reasons of the change were presented at considerable length in the last report. In its stead, the use of colloquial signs has been adopted by the New-York Institution, in common with many of high character abroad, as the sole instrument of dictation. And the board feel happy in being able to state that the results of the instruction communicated since the change took place, have been such as abundantly to satisfy their highest expectations. They are convinced that the employment of the signs used by the deaf and dumb themselves, as a means of explaining and dictating words and sentences; is as much superior, in fact, to the

use of artificial signs invented by the teacher, as it is more plausible and philosophical in theory.

But the inquiry, by what means the deaf mute may best acquire the language of the people among whom he dwells, is by no means ended with the decision to adopt this or that system of signs; for signs, at most, are merely a part of the *instruments* of instruction.

A broader, and more important question is: What shall be the *principles* on which the deaf and dumb shall be taught? Theory may do much in pointing them out, but theory alone, often proves a dangerous guide. It must be tested by practical application, before its correctness can be assumed with safety. No system, or plan of education has ever been brought to any considerable degree of perfection, without a union of the two, and the instruction of deaf mutes is no exception to the general rule. Should the numerous institutions for the deaf and dumb make known the processes of instruction, which they respectively employ, there can exist but little doubt that the art would speedily attain a degree of perfection, which it has never hitherto reached. Each institution would thus enjoy the advantage of the united experience of all. False theories would be exposed, and erroneous methods and processes dependant upon them, be abandoned. When the reign of correct theory should be generally acknowledged, the work of improvement would still go on, and ingenuity still be called into exercise, in devising new processes, in simplifying details, and making them more and more consonant with the nature and condition of the mind of the deaf mute.

Desirous of aiding in the accomplishment of these results, so far as lies in their power, the board are induced to give an account of the principles adopted, and of some of the processes employed in the institution under their care.

After much consideration, and on a careful comparison of their own experience, with that of a great number of those engaged in the same department of education in other countries, it has been adopted in the New-York Institution, as the great leading principle of instruction, that, *deaf mutes must acquire a knowledge of language by essentially the same means, by which children who can hear and speak have acquired it.*

The education of ordinary children, up to the period when they become capable of conversing with rapidity and correctness, con-

sists of two parts, which constantly advance together. They are first, *ideas*; secondly, a medium of expression, or *language*.

The ability to articulate the words of a language, or the remembrance of its sounds, is in itself of no value. It is only when these words become the registers of *ideas*, that the real worth of language is seen. Thus, for instance, the acquisition, by means of which, a child becomes able to speak of *skill* or *envy*, is valuable, not because his memory and vocal organs successfully perform their proper functions, nor simply because these words convey impressions to the minds of others, but primarily, essentially and really, because they are the representatives of certain *ideas*, whose production is the result of perhaps years of attention, and comparison. The same remark holds true, to a greater or less extent, with regard to the whole circle of words of which a language is composed.

A child then, who learns a language, learns not words only, but what is more important, *ideas* likewise. So constantly, however, do these advance together, and so perfect is the union of the two, that he is wholly unconscious of the fact that their separate existence is possible. Even in mature life, the delusion, with the great majority of people, still continues: words and thoughts are looked upon as in their very nature inseparable; as being, in fact, one and the same. This perfect co-existence, however, is one of the strongest proofs, which it is possible to present, that language is performing its appropriate office; that it is, in truth, the type and living evidence of the perceptions and ideas, which are inwrought into the mind, and which have become its own.

But if, instead of being left to the daily intercourse of society to acquire ideas and words, the child were forced to commit to memory a scientific dissertation in a foreign language, without having the meaning of a single word explained to him, and, in fact, without being capable of understanding ideas so much beyond the bounds of his comprehension, it is perfectly obvious, that the experiment might be continued for years, and even for life, without advancing him one step in the acquirement of the language. Nay, farther, this very mass of words, thus sundered from the thoughts which they were intended to represent, and unnaturally standing by themselves, would render the most giant intellect, dwarfish, and eventually crush it to the ground.

Thought and language, then, are essential to each other's existence, and must advance together, hand in hand. Let either be isolated, and be made to stand alone, and it is feeble and well nigh powerless. But unite it to its natural ally, and it instantly becomes progressive in character, and mighty in results. A child who has no language, must necessarily possess but few ideas. A child who is acquainted with words and sentences merely, and neither thinks nor knows what they mean, is no better than a parrot. He, alone, can truly be said to possess a knowledge of language, whose stock of ideas, and means of expressing them, are respectively parallel and equivalent to each other.

We have dwelt somewhat at length on this topic, in order, if possible, to remove the erroneous impression, extensively prevalent in the community, that every thing necessary in the education of the deaf and dumb, is to give them a knowledge of words. It is not so with ordinary children. It is not so with the deaf and dumb. Every word communicated to the learner, which does not stand as the representative of a definite idea, is not only useless, but absolutely pernicious.

One of the general divisions—language may be again divided into *nomenclature*, or the simple naming of objects, qualities, relations, &c., and *discourse*, or such a union of words as to render them capable of expressing consecutive thought.

These two subdivisions, must, in like manner, obviously proceed together. If such a combination of circumstances could possibly exist, that a child from his infancy upwards, should always hear words *separately*, and never in combination, we should have presented to us, the curious phenomenon of a being, like ourselves, understanding thousands of words, and yet incapable of comprehending the meaning of the most simple sentences:—receiving the full force of *every part* of them, and yet incapable of embracing them as a whole. And the reason is obvious. It is, that a knowledge of words, simply, gives no assistance in combining these words together: that the *principles of construction* require as much to be learned, as the words which form their elements. When to this is added the fact, that there are multitudes of words, which can be explained only by means of their employment in sentences, this part of language becomes at once, a matter of great and visible consequence.

In accordance with these general views and principles, the three divisions of deaf-mute education, which have been enumerated, are regarded by the New-York Institution, as holding the following rank in the scale of importance:

1st. Ideas: extension of the knowledge and intellectual powers of the pupils.

2d. Principles of construction: ability of the pupils to combine words, in a way to express their ideas.

3d. Words: instruments of the two former: to be taught in proportion as the first two are developed and acquired.

The task of giving an account of the principles, which preside over instruction is easy, compared with that of describing the processes employed. The former are fixed and definite. The latter may be varied according to the ingenuity of the instructor, the capacity of his pupils, and even by casual circumstances. They are liable to change—for all improvement pre-supposes change—and cannot therefore be considered as parts of a system of education, which are finally and forever adopted. Of the following course, it can only be said, that it is believed to be in accordance with the principles adopted, and that it is the same which has been employed with the three younger classes in the institution.

The first step in the instruction of a class of deaf mutes, is to teach them to write. For this purpose the name of some common object, *cat*, for instance, is written in full, plain characters, on one of the large slates about the room. But, as the letters convey no idea to the minds of the class, it becomes necessary to explain their meaning. If convenient a cat should be brought into the room. The teacher points first to the animal and then to the word. The class, however, recognize no resemblance between the three or four crooked marks on the slate and the object before them, and cannot be made to believe, that a common household animal, with which they have been familiar all their lives, is represented by the strange word which their teacher has written. Sometimes the figure of the object is sketched and its name written within, and when the class have all given a sign for the object, the figure is rubbed out, leaving the written word alone. But more frequently, a boy from one of the higher classes is called into the room, who, on seeing the word, immediately points to the cat. The class now begin to think that their teacher has not de-

ceived them, but that there is some connection between the word and the object. If a second boy is called, who, of course, will also point to the cat, the instruction on this point is complete. The class have now learned the important fact, for the first time, that, *the arbitrary and conventional characters—letters, possess the power of representing objects.*

But the mechanical part still remains, and they are told to write the word which they see on the slate. The attempt is made, and after sundry efforts, frequently rubbing out the characters and writing them anew, the given word is at length produced with greater or less degrees of perfection. Applauded for their success, they are told to write it again, and it is several times repeated, till they acquire some facility in writing the word. Other words, which unite the three conditions, of being very short, of representing objects, with which the pupils are familiar, and of being readily introduced into elementary expressions are next selected, and the process of writing is continually repeated. It will be sufficient, hereafter, to show the class the *pictures* of the objects, the names of which, they are required to write. After having in this way written the names of fifteen or twenty common objects, they will have thoroughly learned the whole alphabet. It is thought preferable to teach the alphabet in this, rather than in the usual manner, because it interests the class much more, and because they are all the while acquiring a knowledge of words.

Dactylology, or the finger alphabet, may now be introduced with advantage. The more intelligent portion of the class will probably have already obtained it from some of the older pupils. To the others it must be taught, and the exercise affords an agreeable relief from the monotony of continual writing. Care must be taken, however, that too much prominence is not given to this exercise, if it is thought desirable for the pupil to think of words by *their written characters*. For, if a class in the early periods of instruction have been taught to commit words to memory by means of spelling, the habit will ever afterwards remain.

Supposing them to have thoroughly learned eighteen or twenty common words, enough to make them familiar with the different letters of the alphabet, the *construction of sentences* is forthwith commenced. One of the simplest forms in which an idea can be expressed, that of agent, action and object, is selected. The pupil, however, if told for the first time, to connect together three

words answering to these parts of a sentence, would infallibly invert the order of succession, in accordance with the order of his thoughts and his language of signs. Instead of writing "*cat eats meat*," he would say, "*meat eats cat*," or adopt some other order equally incorrect. To remedy this error, or rather to give it no room to appear, must be the first labor of the teacher.

Collecting all his class around him, he writes the word *cat* on one of the large slates before him; if his pupils have learned the word previously, as they ought to have done, they will readily and with interest tell him what it means. The article is omitted; for at this stage of instruction, it would only occasion perplexity without being of any service. The idea expressed by the word *cat*, being thus firmly graven on the mind, the teacher writes at some distance one side of it the word *meat*, and, perhaps to make the idea clearer, brings a small piece of it into the room. He must here put forth some effort to make his class remember that they have *two* objects to think of instead of one as heretofore; for, if, in thinking of one word, they forget the other, much of the utility of the experiment is lost. He now orders a cat to be brought in and the meat to be given to it. The class are wondering what all these things mean. They look at one another, but all are equally ignorant. The teacher again points to one of the words; the class show him the meat on the plate. He points to the other—the cat is before them, busily engaged in eating. Perhaps he assumes a perplexed look, and now turns to his slate, and now to his class, as much as to say, "what have these two words to do with each other?" If they do not relieve his apparent perplexity, their interest and attention, at least will be kept awake. He may now ask them if the cat, on seeing the meat, runs away, or smells of it and walks off? If a few questions of this kind are clearly and skilfully asked, the teacher will be fully rewarded for his trouble, by seeing the whole class bursting out with the assertion, that the cat is *eating* the meat. Some will simply make the sign for eating. Others will make a sign for each of the three words in the sentence. It makes but little difference, however, in the desired result. The great object of the teacher's efforts—that of having the class *think themselves*, of the idea to be supplied—is accomplished. He instantly writes the word *eats* in the place purposely left vacant on the slate, and the sentence assumes, in every thing essential, its perfect form—"cat eats meat." The class are now told for the first time, that the word *eats* is the written representa-

tion of the action, for which, they have just given the sign, and that the phrase, which they see, is the enunciation of the modifications and circumstances under which they have just seen the action performed. After the sentence has been written several times by the class, in order to impress it on their memory, instruction on this point is considered to be finished.

The board have been induced to give this minute account of these simple elementary processes, with the hope of removing the mystery with which the subject, in the minds of people generally, is enveloped. Many who have acquired some idea of the manner in which the deaf and dumb are taught, at the later periods of their education, are unable even to form a conception how the work of instruction is commenced.

From the above sketch it will be perceived that the means by which the class have understood and committed to memory the sentence supposed, are *essentially* the same by which an infant child who can hear and speak acquires it. We say *essentially*, for they must be somewhat modified, it is acknowledged, to meet the exigency caused by the defect in one party, viz. the want of hearing. They differ much less however than would at first sight be imagined. The child endowed with the faculty of hearing learns the names of the objects about him only by having the objects themselves *pointed out to him*, at the time that their names are mentioned. A deaf mute child acquires a knowledge of words in exactly the same manner. The only difference is, that in the one case the words are written, in the other they are spoken. An ordinary child sees an event occur and hears the fact remarked. He almost unconsciously treasures up the expression, and when the fact occurs again he makes the same remark. Such is precisely the case with the deaf mute, in the instance supposed.

The child who can speak has, however, immensely the advantage in the *number* of expressions which come to his knowledge. He is hearing them *at all times*; at meals; at play; in the house; out of doors. He hears not merely what is said *to him*, but what is spoken in *his presence*. He is hence a constant, though unconscious learner. In this way, in the course of a few years, all the terms and expressions of language, which he finds it necessary to use, occur to him without effort, and seem to offer themselves of their own accord.

Not so with the unfortunate deaf mute. Never, except in a very few instances, does he learn the name of a single object before coming to an institution specially designed for his education. Youth, the spring-time of memory, has perhaps passed forever, and the comparatively defective knowledge of language, which, in any case, he would probably obtain, becomes still more defective from this strong and abiding disadvantage. Even under the most favorable circumstances his progress in language, instead of being constant, involuntary, and almost forming a part of his being, as in the case of ordinary children, is confined to the narrow limits of the period allotted to the school room exercises.

These disadvantages, so immensely great on the part of deaf mutes, are to be remedied and supplied, as far as human effort may do it, by the skill and ingenuity of the instructor. He can not, indeed, cause his pupils to be placed in circumstances where they shall be constantly learning; but he may make their progress much *more rapid*, during the hours of instruction, than is that of ordinary children in the same period of time. The knowledge of words, and of their combination in sentences, which are presented to the minds of children who possess the power of hearing, without order, whose succession is the mere result of chance, and which are finally understood and committed to memory only by perpetual *repetition*, must be imparted to deaf mutes by *processes of contraction*, which, by a shorter and more direct road, may accomplish the same result. These processes may be regarded as comprised under three divisions.

The first is to regulate the instruction communicated in strict accordance with the natural development and succession of ideas in the mind. It is to arrange the ideas represented by the words and expressions of language in a true genealogical rank—to separate those which are primitive from those deduced, and to assign to each its proper position in the ascending scale of thought. In this manner, each new idea which is presented, and, of course, each new word which stands as its representative, instead of appearing as a separate existence, seems to flow out from those previously acquired. It will hardly need explanation; it will almost explain itself.

This task, so necessary and still so difficult, of arranging the whole mass of our knowledge, accumulated, as it has been, at such differ-

ent times and under such heterogeneous circumstances and relations, in the natural order of succession, in which it should have been obtained, has never been accomplished. Perhaps an approximation is all that ever will be effected. But still, it is an object to which the efforts of the instructor of deaf mutes should be strenuously and unceasingly directed. It is for this reason, that a profound acquaintance with the philosophy of the human mind is so indispensable to the instructor of the deaf and dumb. And the more intimately he becomes acquainted with its principles, the more fully they are carried out in forming a correct theory of the successive links which compose the sum of our knowledge, to just that degree will the improvement of his pupils become more rapid, and his own success as an instructor, be more strongly marked.

The second method, by which the acquisition of language may be hastened, is far easier than the first, inasmuch as it demands simply an acquaintance with general grammar and the theory of language. It consists in making a due progression in the forms of construction: in teaching first, those which are simplest, and gradually ascending to those which are more difficult. The deaf mute instead of being left like ordinary children to learn the laws of construction from constant repetition, must have his attention strongly called to one, for a sufficient length of time to impress it on his memory, and to give him its ready use, when another must be selected, and the same method pursued with that, till all the modes of expression, which the language allows, become familiar.

The third method of contraction relates to words and their meanings. A child who learns the English language by the medium of the ear, may have heard the word *civilized* spoken perhaps a hundred times, before being able perfectly to comprehend its meaning. And the reason is, either that it was presented to the mind before its ideas had been sufficiently developed to enable it to grasp this complex and abstract term, or had occurred in vague and sometimes conflicting senses. In the case of the deaf mute, the repetition must be avoided by teaching the word only when the mind becomes capable of receiving the full idea expressed, and then by presenting it in a few well selected sentences. By these means, he acquires a notion of the meaning of the word, more justly and accurate, than the great majority of people can be said to possess.

Neither can the instructor of deaf mutes cause the circumstances and events of real life to appear in his school-room as he may want them, and thus teach his pupils how to express those relations in writing. But he possesses in a great measure a substitute for them in *natural and colloquial signs*. By the skilful use of the signs, which are daily employed by the pupils, he may cause *to be reproduced* before his class, the occurrences and relations of actual life. He may effect a complete delusion in their minds; and they will imagine, for the moment, that, instead of seeing a vivid representation of events, they are beholding the events themselves.

To illustrate this point, (for it is one of great practical importance in the instruction of deaf mutes,) let it be supposed that an instructor should wish to produce the following sentence: "a horse runs away with a boy, throws him off, and kills him." It is not at all probable that such a combination of circumstances would occur at the moment, and thus enable him to take his pupils to the window and point them out. He must have recourse, then to signs. It is immaterial what selection of place and circumstance is made, provided only, that the facts to be enunciated are clear and prominent. The scene of the occurrence may be laid in the city. The boy is riding slowly along, staring at the multitude of new objects which meet his view, and wholly forgetful of his horse. Suddenly a military company appears from a cross street, with drums beating, and colors flying. The horse becomes frightened and beyond control. He dashes through the street at a furious rate. The boy clings to the saddle, but is at length thrown with violence on the pavement. The blood is seen spouting from his mouth and nostrils. People gather around, and raise him up. They feel his pulse, but it has ceased, and breath of life is gone. The boy is dead.

During this description, the class are looking most intently on the instructor. Every eye is fixed and every countenance full of expression. He has now obtained every thing for which he labored. Their ideas and notions of the fact are as clear and explicit as his own; and it only remains to express them by written language. To imagine, as some have done, that this process of writing is a *translation* of signs into language, is wholly erroneous. It is no more a translation than the same expression of a speaking child would be, when the casualty should actually occur.

Such is the chief use made of signs as a means of teaching language in the New-York Institution. As a means of methodical translation, for they may be made such to a certain extent, they are looked upon as a hindrance to the progress of the pupil. As a means, on the contrary, of producing ideas, of picturing forth facts, and their relations, they are regarded as not only invaluable but essentially necessary. At the same time it is considered far preferable to impart forms of expression from occurrences themselves, in cases where it is practicable, rather than from their representation by signs. Intelligent mothers have an advantage in this respect, which is rarely thought of.

To return to practical details. The class have already the sentence, "cat eats meat." This may be called a *formula* for all sentences, where a like simple action, with the same class of verbs, is to be expressed. It is an exemplification of three general rules of grammar, and the pupil should be taught that the same principle of construction, on which that sentence is founded, extends throughout the language. It should be to him the enunciation of a *general law*. It is not indeed expressed by scholastic phraseology and arbitrary technicalities, but what to him is far better, is a visible and permanent illustration.

At this stage of instruction, two practical rules, which naturally result from the principles stated above, are introduced and acted on, and henceforth continued throughout the whole course. The first is, to divide difficulties as much as possible, and always to present them one by one to the attention of the pupils.* The second is, to select such words and sentences to be taught as shall readily fall within the bounds of the pupil's comprehension.

The range of thought in the minds of the great body of uneducated deaf mutes is of the most limited character. Their ideas rest almost entirely on the visible objects which they see about them. Of the thousand relations by which these objects are connected, the deaf mute selects only the most simple and obvious. It follows, therefore, that the first expressions which are taught must be proportionably simple.

In the course, of which we are giving an account, the second sentence selected is, "cat eats rat," differing, as will be seen, from the former, only in the change of the objective case. The

* Boblan.

class eagerly recognize the fact, and promptly write down its corresponding expression. Several, however, invert the order of the words and make it appear, "rat eats cat." Those who have committed this mistake are required to write the first sentence, and are then told that the word cat, expressing the agent, must occupy the same position in both instances. On one occasion, after having corrected the second sentence, and it had been a few times repeated in writing, one of the class broke out with the expression, that "he had seen a cat eating a hen." As several others testified to the fact, they were permitted to write the sentence expressing that also. In this way, the process of instruction is carried on: new agents are selected, such as dog, cow, man, etc., and the class are required to mention, by signs, their respective articles of food. The teacher writes their names as it becomes necessary, and the class construct the sentences. The verb originally selected should be retained for a considerable time, in order to prevent confusion. Other verbs of easy comprehension, such as *lift*, *kick*, *strike*, &c., are successively introduced, as the capacity and progress of the class will admit.

The effect of teaching sentences instead of individual words is found to be of the happiest character. It is soon discovered by the pupils, that every perfect expression must include some word representing an action, and belonging to no visible object. And frequently, at very early periods of instruction, they have themselves made the inquiry, what word expressive of action; or, as it is called in grammar, what verb it was necessary to use to express this or that idea. The vocabulary of nouns is also constantly increasing, and at the end of a few weeks they become possessed of a considerable number of words.

They are now required, during the hours of study in the evening, to produce without assistance, a certain number of written sentences. These are submitted to the inspection of the instructor, when school commences in the morning, and the mistakes which have been made are corrected. This exercise is valuable both to the instructor and the pupils; to the latter, inasmuch as it throws them for the time on their own resources; to the former, as it gives him the means of estimating the difference between the minds of his pupils. Some of them will exhibit great ingenuity in expressing a variety of ideas, with their limited stock of words. Others again will merely produce a copy of what the instructor has taught them in the school-room.

The formation of the plural may now with advantage be commenced. A pin, or some other common object, with which they are already familiar, is held before them, and they are told to write its name. They instantly do so. The teacher now borrows several pins from the class, and tells them again to give the name. They all write *a pin*, as before. On turning round to the instructor, they find by the expression of his countenance, that they have written incorrectly. What the mistake may be, they are unable even to conjecture. To explain this the teacher puts one pin in the palm of one hand and several in the palm of the other, and asks them what is the difference between the two. Some of them will promptly answer, that in one hand he has many pins, and in the other only one. He immediately writes the word pins on the slate, and pointing to the letter *s*, in which it differs from the singular, which they first learned, makes the sign for many, which they themselves have given. Most of his pupils will understand it at once: it is taught to the others by a few repetitions. The class are also now taught that *a pin* means *one pin*, and that when they wish to speak of but one object, the use of the letter *a* before the word will point it out. They are then required to present the singular and plural of all the words which they have committed to memory, in the following manner:

| | | |
|--------|--|------------|
| A pin, | \| | pins, |
| A dog, | \| | dogs, |
| A fox, | \| | foxes, |
| An ox, | \| | oxen, etc. |

Irregular plurals are so arbitrary that they must be retained by a direct effort of memory.

The article *an* is also, for some time, learned from use, rather than from a knowledge of the rule. Later in the course, the reason is explained, and the pupils are required to select between the words *a* and *an*, and apply them to new words.

These processes all relate to the acquirement of written language. But there is another process, which, at this stage of instruction, should be put into daily requisition. It consists in leading the mind of the deaf mute off from present visible objects, to which it so firmly clings, and fixing it on former scenes, which have been presented to his senses. He may be questioned, for instance, on the appearance of his parents, the number of his brothers and sisters, the color and other particulars in relation to the

house in which he formerly resided, the conveyances by which he came to the Institution, &c.

The religious instruction also, which is commenced at this time, is attended with the same result, viz: that of leading his thoughts beyond the range of sensible objects. For though it can not be supposed that he will at once fully comprehend the idea of the existence of God, which, previously, he had never even suspected, yet the very attempt to think of spirit apart from the living body: of a being, to whom the obstacles of sense, present not the least hindrance, who is present in all places at the same time, and whose eye is upon us in the dark night, as well as in the broad sunshine, gives to the mind a conscious and evident enlargement. As a means, therefore, of intellectual development simply, it is considered to be of the highest importance, to acquaint the pupils with the knowledge of revealed truth. And when to this is added its influence on their future destiny, the neglect of imparting such truth can be accompanied only by positive and lasting guilt.

A great, and it is believed, deserved prominence has hence been given to religious instruction. A considerable portion of the forenoon of Saturday is statedly devoted to the communication of religious truth, on which, during the Sabbath, the pupils have the opportunity of reflecting, preparatory to the review and examination on the succeeding Monday. Prayers are regularly held in the chapel twice a day, at which times, a verse of scripture is explained and illustrated, followed by a prayer to the throne of grace in the language of signs. Two religious services also are performed on the Sabbath, which correspond to those ordinarily appropriated to that day, with the exception only that signs are used instead of words, and that the singing is of course omitted.

These exertions, the board are happy to say, are not without their results. The principles of duty begin, even at an early period of instruction, to exercise a visible influence on the conduct of the pupils. They constitute one of the strongest grounds of appeal in the government of the Institution, and are rarely found to fail of their legitimate effect. In the case of some, such gratifying evidence is given of a genuine and radical change in their affections, that the board confidently cherish the hope, that they have indeed been taught by the Holy Spirit, compared with which, all other knowledge sinks into insignificance, and without which it is nearly useless.

To return to the intellectual department of education. The class are now supposed, after two or three months of instruction, to have acquired a thorough knowledge of the construction of a simple sentence, and a certain number of words which they are able to unite without confusion. *Adjectives* are the next class of words to be taught. As they never stand alone in language, a fundamental principle with respect to them is, that they should never be presented alone, but always in combination with some word which they qualify. The method adopted to give the pupils a knowledge of this class of words is the following:

If the instructor wishes to begin with the word *black*, and should select his hat for the first instance, his class would doubtless write nothing but simply, a *hat*. Supposing him to have obtained a *white hat*, on presenting it to the class, they would again merely write, a hat. He now places the two hats beside each other, and calls the attention of his pupils to the fact, that they are not in all respects alike. He will not be compelled to state in what they differ, for some of them will instantly tell him, that the one is black and the other white. Holding the first prominently up to view, he writes on his own slate, *a black hat*. The class of course copy it, and most of them comprehend the idea that the new word *black* represents the difference which exists between that hat and the one beside it. It would be highly unsafe, however, to trust to a single instance for the full comprehension of this or any other division of language. Other examples must be presented, sufficient to allow the dullest pupil to make a full deduction of the meaning and laws of this new part of speech.

The noun with its qualifying adjective, is next incorporated into sentences, as "*a boy sees a black hat*;" "*a man tears a black coat*;" etc. etc. The greatest degree of patience on the part of the instructor is necessary; for it is evidently a work of considerable mental labor, for even the most intelligent pupils to retain four words at once in the memory, and to arrange them in their proper collocation. It is not a matter of surprise, therefore, that the sentences are sometimes written incorrectly, as "*a boy sees a hat black*," "*a boy sees black a hat*," &c. The only remedy in such cases consists in pointing out the fact and repeating it, that the two words mean only *one* object, and must stand in the same order in which they were first taught.

The opposite of black, viz: *white*, is the next adjective selected, and its meaning and proper place in a sentence are communicated in a similar manner. The same course is pursued for some time with the more obvious qualities of objects, taking care, as far as possible, to select such objects as are already before the class, or may be easily brought before them. The instructor is thus enabled to bring them strongly into *contrast*, without which it would be nearly a hopeless task to make this class of words comprehended. It also relieves him from the necessity of making signs, which have the disadvantage of leading the pupil to suppose, from seeing one sign made for the noun, and another for the adjective, that two objects are intended.

Pronouns are introduced at this stage of instruction, although they may be deferred to a later period without disadvantage, if thought desirable. No peculiar difficulty is experienced in teaching this class of words, though mistakes are of course made, and errors committed, which require to be corrected. One of the most common of these consists in confounding the first and second persons, *I* and *you*.

The instructor points to himself and writes *I*, and pointing to the class, writes the word *you*. They very naturally imagine that *I* is the proper name of their teacher; and should he strike his foot against a desk, they would all write "I kick a desk." This, however, may be easily remedied, by calling up each of the class successively to the slate, and requiring them to write *I*, while pointing to themselves. To fix the idea still more strongly in the mind, they may be required to perform a few simple actions, and to produce their corresponding expressions. They will manifest great interest in the exercise, and sentences like the following are written with comparative ease: I carry a slate, I see boys, I kick the floor, etc. A similar process is employed in explaining the pronoun *you*, and impressing it on the memory. It is not, however, till some time after the class have learned to use the words correctly, that they cease to wonder that their instructor has two names, and that they are required to call him *you*, while he always calls himself *I*.

Possessive and demonstrative pronouns are treated as adjectives, and are easily acquired. The first are interesting, as expressing in language for the first time to the deaf mute the idea of property. A little patience is necessary in overcoming the disposition

of the pupils to write *a my slate, a your watch*, etc, which they acquire from learning that *a* prefixed to a word signifies one. Another mistake which is universally made, after having been told the names of the towns in which their parents respectively reside, is to say *my Troy, my Albany, &c.* These trifling errors, however, disappear after being a few times pointed out and corrected.

Prepositions are next introduced. The deaf and dumb have no signs for this part of speech, and it is one of the fundamental principles in the New-York Institution to use no signs in the school room which are not employed by the pupils in familiar conversation among themselves. This, however, is a matter of small moment, provided they can be taught to use these connectives in language correctly. The method at present pursued, and which has been attended with marked success, is, to lead the pupil from an induction of repeated and well selected instances to form an idea of the proper meaning and employment of this new class of words, and afterwards to trust to his own judgment for their proper use.

After the exercises on the prepositions have been continued a sufficient time for the class to discriminate with considerable accuracy between them, the instruction in the nature and use of *intransitive verbs* is commenced. At first, they are always united to prepositions, which are thus brought into constant use, at the same time that the distinction between transitive and intransitive verbs is in this manner distinctly presented. In a short time the two classes of verbs become equally familiar to the pupils, and they use each, without assistance, with equal facility and correctness.

To illustrate this, suppose the instructor should make a few signs in connection to his class, which literally translated, would be represented by the words, *city, off there, rail-car, I*, and in the order in which they are here presented. The class would comprehend the idea intended, as perfectly as the teacher himself, for every one of them has either used the expression, or seen it used, perhaps, a hundred times. It only remains to be reduced to a written form. They instantly turn to their slates, and the perfect sentence is soon completed—*You ride in a rail-car to the city.* The more intelligent pupils write the sentence as rapidly as the instructor himself could do it. To accomplish this, however, demands a total inversion of the order in which the idea occurs to the mind of the deaf mute, and a recurrence to principles previously communicated. Before the sentence can be written, it is necessary to

determine the nominative case, the verb to be used, whether it is transitive or intransitive; if the latter, what preposition is required, and in the present case, what preposition is to be connected with the last objective, *city*. Sometimes these inquiries are made by the instructor, but more frequently the class are left to their own unaided efforts.

In this way, not merely the memory of the pupil, but his judgment also is called into active and constant exercise. It is almost needless to remark, that a pupil, who, as far as practicable, habitually uses his own judgment, will make more rapid progress in the acquisition of language, than one who has been accustomed to rely wholly on that of his instructor.

It will be seen that the verb *to be* has not been mentioned in the course, of which an account has been given. The reason is, that it has not been used, and no attempts have been made to teach it. Its many and complicated uses, both grammatical and metaphysical, are too difficult to be explained till after the pupils have acquired more strength of mind and fixedness of attention, than they possess at the early stages of instruction. If it is the first verb which is learned, the class regard it, if indeed they attach any meaning to it, as simply expressive of assertion, and when other verbs have been acquired, the instructor is forced to witness such sentences as "a man is whips a boy;" "a gentleman is goes to the city," &c. To avoid this difficulty, so universal and so perplexing to the teacher, the auxiliary verb is not used till at least after six or eight months of instruction.

Adverbs, the next class of words with which the pupils are made acquainted, are always presented with the verbs which they qualify, and never alone, and the consequence is, that not only their meanings are learned, but their proper position in a sentence.

If, in addition to what has been already mentioned, the class are instructed in the simple past and future tenses of the verbs which they have learned, and a corresponding list of adverbs, denoting time, and are able to use them with a considerable degree of facility and correctness, the course of instruction, included within the first year may be considered as finished. During the whole time, they are frequently exercised in sentences which express negation; written questions are put to them, to which they are required to return a written answer: often the instructor spells but a

single word, on which, as a theme, they are left to their own powers to construct a sentence.

Some easy elementary book is also put into their hands, and made to a certain extent, a text book, though without being allowed to interfere with the progressive advancement in communicating the difficulties of language, marked out by the teacher.

It is manifestly impossible, within the narrow limits of a report, to give a full account of the successive steps by which the education of the deaf and dumb is finally accomplished. The task would require volumes. Even in the sketch already given, a multitude of processes have necessarily been passed over in silence, and yet the greater part of the course remains untouched. It can only be said in general terms, that, adhering steadily to the great principles which have been adopted, the attempt is constantly made to ascend "from the known to the unknown, from the simple to the compound, from particulars to generals, from the sensible to the abstract."*

In addition to the knowledge of language thus acquired by the pupils, they are instructed in geography, arithmetic, and the principles of grammar. These last, instead of being communicated by grammatical rules, which must of necessity be dull and uninteresting to the deaf mute, are presented under a visible form by means of certain fixed characters, which stand as their representatives. Of these an account was given in the last report, which renders it unnecessary to enlarge on them here. The work on geography at present employed in the institution, is that of Mr. Woodbridge, which, from its progressive character, and the great use made of engravings as means of illustration, is found to be remarkably well adapted to the deaf and dumb.

With the view of conveying to the pupils a still greater amount of knowledge, and of kindling in their minds a longing to become more acquainted with the history of ages past and present, and with the phenomena of nature, a course of semi-weekly lectures on subjects which are supposed to be best adapted to the condition and wants of the pupils, has been continued for more than a year and a half, and are considered as forming a permanent part of the system of education. In addition to the subjects enumerated in

* Degerando.

the two previous reports, that of biography, comprising an account of the most eminent and useful men, has during the past year been commenced.

The board by no means claim that the system and processes of instruction, of which an account has thus been submitted, are at length absolutely perfect. They are fully aware that perfection, especially in the difficult art of education, can be secured only by an extensive acquaintance with different methods employed by instructors, and a comparison of their respective merits. And while they cannot reproach themselves with having been inattentive to the important object of putting it into the power of their teachers to acquire such information, and to make these comparisons, (as will more fully appear from the list of books at present in their possession, herewith submitted,) they feel that much on this point yet remains to be done. They purpose, therefore, to obtain as far as possible, not only the annual reports of foreign institutions, but likewise the works which have been or which may be issued in this and in foreign countries on the subject of deaf mute instruction. In this manner, they hope that the improvement in the education of the pupils, will be as marked and constant, as the liberality of the Legislature has been distinguished and generous.

By order of the Board.

JAMES MILNOR, *President*.

H. P. PEET, *Secretary*.

DOCUMENTS.

LIST OF PUPILS

In the New-York Institution for the instruction of the
Deaf and Dumb, December 31, 1834.

State Pupils.

| <i>First District.</i> | | | RESIDENCE. |
|----------------------------|-------------------|--------------|------------|
| Names. | Town. | County. | |
| Robert Leeder, | New-York, | New-York. | |
| Ellen Martin, | Albany, | Albany. | |
| James McGowan, | New-York, | New-York. | |
| Franklin Howell, | Brook-Haven, ... | Suffolk. | |
| Jeremiah W. Conklin, | Huntington, | do | |
| Nathan M. Totten, | do | do | |
| Frances P. Hammond, | New-York, | New-York. | |
| Charlotte Howell, | Brook-Haven, ... | Suffolk. | |
| John Thompson, | New-York, | New-York. | |
| Josiah Jones, | do | do | |
| Catharine Conner, | do | do | |
| Andrew Pierce, | do | do | |
| <i>Second District.</i> | | | |
| John Larmer, | Mamaroneck, ... | Westchester. | |
| Charles Westcott, | Clarkson, | Monroe. | |
| Abel B. Baker, | Newburgh, | Orange. | |
| Mary M. Crain, | Pharsalia, | Chenango. | |
| David Bise, | Austerlitz, | Columbia. | |
| Maria Emeigh, | Woodstock, | Ulster. | |
| Joseph H. Smith, | Warwick, | Orange. | |
| Elias Johnson, | New-Paltz, | Ulster. | |
| Jerusha Wiley, | Clinton, | Dutchess. | |
| John Benedict, | Walton, | Delaware. | |
| Emeline Banks, | do | do | |
| Rhoda Worden, | New-Paltz, | Ulster. | |
| Taber Bentley, | Union Vale, | Dutchess. | |
| <i>Third District.</i> | | | |
| Betsey Martin, | Albany, | Albany. | |
| Gilbert C. W. Gamage, ... | New-York, | New-York. | |

RESIDENCE.

| Names. | Town. | County. |
|-------------------------|-------------------|-------------|
| Eliza Stewart, | Hillsdale, | Columbia. |
| William Rossman, | Livingston, | do |
| Peter Siver, | Guilderland, | Albany. |
| Patrick O'Brien, | Troy, | Rensselaer. |
| Abraham Conklin, | Coeymans, | Albany. |
| Frances Gennet, | Albany, | do |
| Susan Bortle, | Coxsackie, | Greene. |
| Laura Williams, | Troy, | Rensselaer. |
| Ann Maria Mullen, | Athens, | Greene. |
| Jacob Lagrange, | New-Scotland, .. | Albany. |
| Mary Dryer, | Oak-Hill, | Greene. |

Fourth District.

| | | |
|---------------------------|-------------------|---------------|
| Joel J. Strong, | Malone, | Franklin. |
| Jonathan Vanscoy, | Greenville, | Greene. |
| Ira Lewis, | Preston, | Chenango. |
| Robert Cummings, | Putnam, | Washington. |
| William P. Phinney, | Champlain, | Clinton. |
| George Steele, | Mooers, | do |
| Mary Jane Smith, | De Kalb, | St. Lawrence. |
| Catharine White, | Plattsburgh, | Clinton. |
| William Varino, | do | do |
| Joseph H. Perrigo, | Greenwich, | Washington. |
| Eleanor Reid, | Argyle, | do |
| Martha Sweet, | Moreau, | Saratoga. |
| Joanna Perrigo, | Greenwich, | Washington. |

Fifth District.

| | | |
|---------------------------|---------------------|-------------|
| Daniel Johnson, | Otselic, | Chenango. |
| Ann Reeves, | New-York, | New-York. |
| Isaac Bragg, | Watertown, | Jefferson. |
| John H. Atkins, | Troy, | Rensselaer. |
| Eliza Ann Cornell, | Busti, | Chautauque. |
| Timothy Pickering, | Chateaugay, | Franklin. |
| Lydia A. Atwater, | do | do |
| Sarah E. Griswold, | Utica, | Oneida. |
| James A. Watterson, | Vernon, | do |
| Miranda Chapin, | Rutland, | Jefferson. |
| Marcus Whitney, | Henderson, | do |
| Alonzo Lum, | Ellisburgh, | do |
| Mary Holt, | Little-Falls, | Herkimer. |

Sixth District.

| | | |
|---------------------------|--------------------|--------------|
| Monica Richards, | Parma, | Monroe. |
| Anson F. Paige, | Owego, | Tioga. |
| Jason Vanscoy, | Greenville, | Greene. |
| Lovinus B. Taylor, | Harpersfield, | Delaware. |
| Mary Ann Dickinson, | Westchester, | Westchester. |
| Juliette Dickinson, | do | do |
| Hiram T. Lockwood, | Colesville, | Broome. |

RESIDENCE.

| Names. | Town. | County. |
|----------------------------|----------------------|-----------|
| Jane Arnold, | Tyrone, | Steuben. |
| Elnora Brockway, | Cortlandville, . . . | Cortland. |
| Harriet Denton, | Newfield, | Tompkins. |
| Susan Westcott, | Ithaca, | do |
| Sophia Main, | Norwich, | Chemung. |

Seventh District.

| | | |
|------------------------------|-----------------------|-----------|
| Jane Vanscoy, | Greenville, | Greene. |
| Rosetta Crooker, | Oyster Bay, | Queens. |
| Lucien D. Wood, | Auburn, | Cayuga. |
| Martha Lamperson, | Huntington, | Suffolk. |
| Charlotte A. Reed, | Sodus, | Wayne. |
| Isaac Garrett, | Williamson, | do |
| Lyman Husted, | Manlius, | Onondaga. |

Eighth District.

| | | |
|------------------------------|----------------------|-------------|
| Ransom Driscall, | Greene, | Chemung. |
| Thomas Wilson, | Portland, | Chautauque. |
| Jane Milhench, | New-York, | New-York. |
| Emery Munger, | Warsaw, | Genesee. |
| Margaret Karnes, | Leicester, | Livingston. |
| Harriet N. Smith, | Pomfret, | Chautauque. |
| Louis Barry, | Gates, | Monroe. |
| James Day, | Greene, | do |
| Cornelius H. Reynolds, . . . | Belfast, | Allegany. |
| Phebe Osborn, | Castile, | Genesee. |
| John W. Oliphant, | Lockport, | Niagara. |

Pupils supported by the supervisors of the county of New-York.

| | |
|---------------------------|------------------------|
| George W. Swan, New-York. | Loisa Young, New-York. |
| John Shotwell, do | Mary Trainer, do |
| Timothy D. Townsend, do | Sarah E. Wayland, do |
| Caroline Bennet, do | Mary A. Wayland, do |
| Francis McCommisky, do | Nicholas Farrel, do |
| Harriet C. Gamage, do | |

Supported by the commissioners of the alms-house.

Mary Ann Laubscher, New-York.

Pupils supported by the Legislature of New-Jersey.

| | | |
|--------------------------------|-----------------------|------------|
| Hannah Webster, | Plainfield, | Middlesex. |
| James Noe, | Perth Amboy, . . . | do |
| Elizabeth Williams, | Orange, | Essex. |
| Elizabeth Harrison, | do | do |
| Catharine S. Rogers, | Cedar Creek, | Monmouth. |

| RESIDENCE. | | |
|----------------------|------------------|------------|
| Names. | Town. | County. |
| Sarah Stelle, | Brunswick. | |
| Margaret Tice, | Patterson, | Middlesex. |

Pupils supported by the New-York Female Association.

| | | |
|---------------------------|-----------------|--------------|
| Daniel Lafferty,..... | Mamaroneck, ... | Westchester. |
| James Oliver Clark, | Jersey City. | |
| Emily Vandell,..... | Staten Island. | |

Pay Pupils.

| | | |
|----------------------------|--------------------|----------------|
| John Toohey,..... | New-York, | New-York. |
| Ann Maria Mabbett,..... | Washington, | Dutchess. |
| Isabella Wilson, | Newburgh, | Orange. |
| Alexander McDugald,..... | Fayetteville, | Moore, N. C. |
| Eunice A. Ivey,..... | Newbern, | N. Carolina. |
| Nathaniel H. Wilson, | Portsmouth, | Virginia. |
| Jane Latham,..... | York, ... | Upper Canada. |
| Joseph King Wilson,..... | Johnsonburg,.... | New-Jersey. |
| Elizabeth Brower,..... | Patterson, | do |
| Isaac Benedict,..... | New-York, | New-York. |
| Elizabeth Budd,..... | do | do |
| George W. Campbell, | Cherry-Valley, .. | Otsego. |
| Ann Sharp,..... | Boston, | Massachusetts. |
| Ralph Adams,..... | Livonia,..... | Jefferson. |
| Isaac L. Vandenberg,.... | Albany, | Albany. |
| Valentine Relyea, | Greenville,..... | Greene. |
| Cornelia Relyea, | do | do |
| Mary Jane Davis, | Geneva, | Ontario. |
| Catharine Lasher, | Redhook, | Dutchess. |

Supported by the Institution.

| | | |
|---------------------------|-----------------|--------------|
| Elizabeth Lafferty, | Mamaroneck, ... | Westchester. |
|---------------------------|-----------------|--------------|

Supported by the supervisors of Dutchess county.

| | | |
|-------------------|------------------|-----------|
| Susan Lake, | Washington, | Dutchess. |
|-------------------|------------------|-----------|

| | |
|--|-----|
| Number returned to the Legislature, Dec. 31, 1833, | 134 |
| Admitted in 1834, | 21 |
| | — |
| | 155 |
| Dismissed in 1834, | 18 |
| | — |
| Remaining in the Institution, December 31, 1834, | 137 |
| | — |

*New-York Institution for the Instruction of the Deaf and Dumb,
in account current with the treasurer, from January 1, 1834, to
January 1, 1835.*

EXPENDITURES IN 1834.

| | |
|--|-------------|
| Balance due treasurer, January 1, 1834,..... | \$67 32 |
| Paid alterations and improvements in main building and work-shops, | 8,173 33 |
| Superintendence, steward, garden, shoemaker and servants,..... | 6,294 63 |
| Groceries and provisions,..... | 5,372 45 |
| Fuel and light,..... | 964 99 |
| Table linen, furniture, beds, bedding, crockery, and stoves,..... | 897 09 |
| Dry goods for clothing pupils, and cash advanced pupils, | 543 03 |
| Leather and findings for shoe shop,..... | 477 59 |
| Stable account, cart, cow, and smith's work,.... | 415 81 |
| Hard and soft soap, and labor for washing,..... | 372 28 |
| Medicine and professional attendance,..... | 273 26 |
| Expenses of delegation to Albany, and travelling on account of pupils,..... | 276 13 |
| Printing annual report and observations, and views of building, | 256 81 |
| Insurance,..... | 163 75 |
| Rent to corporation of New-York, and rent of bush lot,..... | 150 00 |
| Books, slates, stationary, carriage hire, postage and advertising,..... | 180 85 |
| Garden, manure, tools and seeds,..... | 23 08 |
| Tools for cabinet shop,..... | 25 00 |
| | <hr/> |
| | \$24,927 40 |
| | <hr/> |

RECEIPTS IN 1834.

| | |
|---|-------------|
| From Comptroller for State pupils, | \$12,269 16 |
| do per act 3d April, 1834,..... | 5,000 00 |
| Pay pupils,..... | 1,727 60 |
| Supervisors of New-York by city comptroller for county pupils, | 1,430 00 |
| Treasurer State New-Jersey, for State pupils,... | 931 42 |
| Regents of the University, State of New-York, | 613 59 |
| Life subscriptions and donations,..... | 455 13 |
| New-York Female Association,..... | 300 00 |
| Clothing furnished pupils,..... | 274 19 |
| Board of workmen, ... | 229 37 |
| Proceeds of garden and place,..... | 222 81 |
| | <hr/> |

Carried forward,..... \$

| | |
|---|-------------|
| Interest on money loaned,..... | 140 00 |
| Sales of articles manufactured in shoe shop,..... | 135 09 |
| Over draught of executive committee,..... | 100 00 |
| Legacy of the late Rev. John Stanford, D. D.,.. | 30 00 |
| Sales of Obs. on the Education of Deaf Mutes,-- | 13 00 |
| do Elementary Exercises,..... | 6 00 |
| Balance due the treasurer,..... | 1,050 04 |
| | <hr/> |
| | \$24,927 40 |
| | <hr/> |

1835. Jan. 1. To balance due the treasurer this day, \$1,050 04

The above account has been examined by the committee of finance, and found to be correct.

B. L. WOOLLEY, *Chairman.*

CATALOGUE

Of Books on Deaf-Mute Instruction, in the Library of the New-York Institution.

I. FRENCH.

1. BEBIAN. L'art d'enseigner à parler aux sourds-muets de naissance: Par M. l'Abbé de L'ÉPÉE; augmenté de notes explicatives et d'un avant-propos, par M. l'Abbé SICARD; précédé de l'éloge historique de M. l'Abbé de L'Épée.
2. ———. Mimographie, ou essai d'écriture mimique propre à régulariser le langage des sourds-muets. Paris, 1825. 8vo. pp. 42.
3. ———. Journal de l'instruction des sourds-muets, et des aveugles: Rédigé par M. BEBIAN. Paris, 1826. 12mo. pp. 430.
4. ———. Manuel d'enseignement pratique des sourds-muets: Par M. BEBIAN, ancien censeur des études de l'institution royale des sourds-muets de Paris, etc. Ouvrage adopté et publié par le conseil d'administration de l'institution royale des sourds-muets; accompagné de planches. Paris, 1827. 2 vols. 1^{re} vol. 4to. pp. 204; 2^e vol. 8vo. pp. 371.
5. ———. Education des sourds-muets, mise à la portée des instituteurs primaires et de tous les parents: Cours d'instruction élémentaire dans une suite d'exercices gradués, expliqués par des figures. 1^{re} Partie—Principes. Paris, 1831. pp. 38.
7. BERJAUD. Examen critique de cette question: "Dans l'état actuel des sciences médicales, peut on rendre l'ouïe et la parole aux sourds-muets de naissance?" Par JEAN-BAPTISTE-MARIE BERJAUD, Docteur en Médecine. Paris, 1827. 1 vol. 4to. pp. 49.
8. D'ASTROS. Catéchisme des sourds-muets qui ne savent pas lire: Par Monseigneur D'ASTROS, Archevêque de Toulouse. Paris, 1830. 1 vol. 4to. pp. 83.
9. DEGERANDO. De l'éducation des sourds-muets de naissance: Par M. DEGERANDO, Membre de l'Institut de France, Administrateur de

- l'Institut Royal des Sourds-Muets, etc. etc. Paris, 1827. 2 vols. 8vo. pp. 592, 668.
10. DELEAU. Mémoire sur la perforation de la membrane de tympan : Par DELEAU le jeune. Paris, 1822. 8vo. pp. 183.
 11. ———. L'ouïe et la parole rendues à Honoré Trézel, sourd-muet de naissance ; précédé d'un rapport fait à l'Académie des Sciences : Par le Docteur DELEAU jeune. Paris, 1825. 1 vol. 8vo. pp. 52.
 12. ———. Portrait et fac simile de l'écriture d'un jeune sourd-muet de naissance, qui a recouvré l'ouïe et la parole par les soins du Docteur DELEAU jeune, Membre de l'Académie Royale de Médecine de Madrid, etc. Paris, 1825. 8vo. pp. 4.
 13. ———. Sur le cathéterisme de la trompe d'eustache, et sur les expériences de M. ITARD ; mémoire qui démontre de l'utilité de l'air atmosphérique dans le traitement de diverses espèces de surdité : Par le Docteur DELEAU jeune. Paris, 1828. 1 vol. 8vo. pp. 29.
 14. ———. Réfutation des assertions de M. ITARD sur le traitement des sourds-muets, sur le perfectionnement de l'ouïe, et sur l'étude du langage parlé : Par le Docteur DELEAU jeune. 8vo. pp. 20.
 15. ———. Rapport adressé aux membres de l'administration des hospices de Paris : Par le Docteur DELEAU jeune, Médecin de l'Hospice des Orphelins pour le traitement des maladies de l'oreille. Paris, 1829. 8vo. pp. 11.
 16. ———. Extrait d'un ouvrage inédit, intitulé "Traitement des maladies de l'oreille moyenne qui engendrent la surdité ;" précédé de rapports à l'Académie Royale des Sciences. Paris, 1830. 1 vol. 8vo. pp. 143.
 17. ———. Exposé d'une nouvelle dactylogie alphabétique et syllabique, indispensable aux personnes qui veulent commencer l'instruction des sourds-muets : Mémoire lu à l'Académie des Sciences de Paris le 14 Décembre 1829. Cambray, 1833. 8vo. pp. 14.
 18. DE L'EPÉE. Institution des sourds et muets, ou recueil des exercices soutenus par les sourds et muets pendant les années 1771, 2, 3 et 4 ; avec les lettres qui ont accompagné les programmes de chacun de ces exercices. Paris, 1774. 12mo. pp. 104.
 19. ———. Institution des sourds et muets par la voie des signes méthodiques ; ouvrage qui contient le projet d'une langue universelle, par l'entremise des signes naturels assujettis à une méthode. Paris, 1776. 12mo. pp. 360.
 20. ———. La véritable manière d'instruire les sourds et muets, confirmée par une longue expérience. Paris, 1784. 12mo. pp. 343.
 21. DESCHAMPS. Cours élémentaire d'éducation des sourds et muets : Par M. l'Abbé DESCHAMPS, Chapelain de l'Eglise d'Orléans. Suivi d'une dissertation sur la parole, traduite du latin de JEAN-CONRAD AMMAN, Médecin d'Amsterdam : Par M. BEAUVAIS DE PREAU, Docteur en Médecin à Orléans. Paris, 1779. 12mo. pp. 362.
 22. ———. De la manière de suppléer aux oreilles par les yeux, pour servir de suite au Cours élémentaire d'éducation des sourds et muets, par M. l'Abbé DESCHAMPS, Chapelain de l'Eglise d'Orléans, Instituteur des Sourds et Muets. Paris, 1783. 12mo. pp. 97.
 23. HOFFBAUER. Médecine légale relative aux aliénés et aux sourds-muets, ou les lois appliquées aux désordres de l'intelligence : Par J. C. HOFFBAUER, Docteur en Droit et en Philosophie, Professeur à l'Université de Halle. Traduit de l'allemand, sur la dernière édition : Par A. M. CHAMBEYRON, Docteur en Médecine de la Faculté de Paris, etc. Avec des notes par MM. ESQUIROL et ITARD. Paris, 1827. 8vo. pp. 388.

24. **ITARD.** Rapport fait à son excellence le Ministre de l'Intérieur, sur les nouveaux développemens et l'état actuel du sauvage de l'Aveyron : Par E. M. ITARD, Docteur en Médecine, Médecin de l'Institution impériale des sourds-muets. Paris, 1807. 8vo. pp. 91.
25. ———. Traité des maladies de l'oreille et de l'audition : Par I. M. G. ITARD. Paris, 1821. 2 vols. 8vo. pp. 396, 522.
26. ———. Première rapport au conseil d'administration de l'Institution royale des sourds-muets, sur divers traitemens tentés contre la surditité congéniale et accidentelle : Par M. ITARD, Médecin des Sourds-muets.
27. ———. Deuxième rapport, etc. 8vo. pp. 12.
28. ———. Troisième rapport, etc. 8vo. pp. 11.
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Specimens of uncorrected original compositions by pupils in the New-York Institution.

By a girl 14 years of age, under instruction 15 months.

INSTITUTION FOR THE DEAF AND DUMB,
New-York, February 3d, 1835.

MY DEAR PARENTS,

I am in very good health. I was very happy to receive a letter from you. I hope that you will come to the Institution in August. You will go with me in the steamboat to Moreau. I please to receive letters from my friends. I shall be very glad to receive letters from my cousin. Perhaps I hear my relatives are very well. My relatives will be very glad to see me. Mr. D. teaching us to write and to learn in his school. All the pupils wish to stay in the Institution, because they wish to learn and improve. All the pupils went into the menagerie, and saw the wild beasts last Friday. My relatives will talk without me. A few teachers like to take a walk with the pupils. My Emily S. must come to the Institution in a few days. I remembered to see my friends in Moreau. Perhaps Mr. S. will go with me in the steamboat next vacation. I do not forget that my relatives in Moreau. I hope that my relatives and friends and cousins are very well. I wish my sister must study in the school house. Mr. Peet is in very good health.

All the pupils learn to write on our slates or books in the setting-room every evening. My father saw Mary Bishop one of the pupils died two months ago. She was sick on Thursday. She

sited and died November 11th 1834, and at Sunday one o'clock. In a few hours the female pupils went and looked at Mary Bishop dead and laid on bed. Mary Bishop died vault. Her parents have been come here: her father went to the vault and saw his daughter. The female pupils are very well. The pupils like to play in the Institution on the ground. Mrs. S. teaches some little girls to like to sew clothes. Jane S. lives in Washington, Dutchess Co. N. Y. Sometimes Jane S. came to the Institution. Jane S. talked me about my parents are in very good health. Mrs. D. gives new cloth of frocks to the female pupils. I think that my parents will come to the Institution next vacation.

I am your affectionate daughter,
M. S.

Mr. J. A. S.

By a little girl 11 years of age, under instruction 1½ years.

ANECDOTE OF GENERAL WASHINGTON.

Many years ago, a little boy lived in Virginia. He loved and obeyed his father. His name was George Washington. His father gave a new hatchet to him. George was glad to see it. His father's garden was very beautiful. A young cherry tree grew in the garden. His father loved the cherry tree in the garden. George was often love to cut the wood like a man cut the wood. George took his hatchet and walked into the garden and saw a beautiful cherry tree. George wished to cut the tree. He began little to cut the bark of the tree. George went from the garden. Mr. Washington walked into the garden and smelled sweetly the roses. He saw and wondered who cut the cherry tree. He thought perhaps a negro to cut the tree. He called the negro to come here. He obeyed to come to the garden. Mr. Washington asked him why he cut the tree. The negro told him he did not cut the tree. Mr. Washington thought yes that negro cut the tree. He told him he would take his rod and whip him. George saw and feel sorry him soon George running and told his father no more whipped the negro. He told his father he confess he has cut the tree. George told his father he must whipped George. Soon his father saw and embraced and kissed him. His father forgave the negro. Mr. Washington brought George into his home. His father loved him very much.

By a young lady 21 years of age, under instruction 2 years.

STORY OF STEPHEN.

Our teacher told us to write about Stephen and the Jews. Stephen was a very good man. In the Acts of the Apostles, contained in the New Testament, we read that he was a friend of our

Saviour. He was a man of great piety and holiness. We are told that the early Christians had things in common. God had given Stephen great power. The twelve Apostles governed the multitude of the Christians. The Apostles had a great deal to do. They could not teach the people and also attend to the property. They selected seven men from the multitude of Christians. Many Jews were very angry at Stephen, for he often reasoned among the Jews, and some of the people repented of their sins. God was very well pleased to see them repent, and Stephen was not afraid to address them, but he was very bold. But many of the Jews were very wicked in their hearts. They disliked to hear about Jesus Christ. They hired false witnesses to say that Stephen spoke blasphemously against the word of God. They hired them to accuse him to the council. Stephen was very patient before the council. His face was like the face of an angel. They stopped their ears and gnashed their teeth at Stephen in anger. He said the heaven opened and he saw Christ standing at the right hand of God. They took many stones from the ground. They stoned Stephen with stones. He was in great pain, but he was patient. He pitied the men while they were doing so. He kneeled down and prayed to God for the multitude. He prayed to him to forgive them. Just before he died, he said "Lord lay not this sin to their charge."

By a lad 14 years of age, under instruction 3 years.

THE HORSE.

The horse has life, but has no mind in his head, nor speech to speak to many men. The horse does not learn any book. He does not make signs to the people. He does not live in the world many years. He does not know about God. He will die in the world. His life will be destroyed, because he has no Soul. He is like the stones in the ground. But our life will not be destroyed. We shall always live for we have souls..... The horse lives in the barn: If a farmer gives the oats and corn to the horse for him to eat them in the barn sometimes, the horse will kick at him, and escape from the barn to the woods: The horse is glad to be free. Some of the men see the horse to run through the woods and some of the men run through the woods after him. They cannot catch the horse, because the horse has eaten the oats and corn.

The farmer thinks that he will not give the oats and corn to him for him to eat them in the barn; because the horse ran away. The farmer calls him to come to him. He stands on the ground on his feet. The farmer takes the harness from the barn to put it on the horse's back and fastens the harness to the whipple tree.

He sit on the seat in the wagon and he whips the horse to make him draw the wagon. The horse goes from the barn to the farm. The horse arrives at the farm. The farmer jumps from the wa-

gon to the ground. He unfastens the harness and takes it from the wagon and fastens it and whipple on the plough. He whips the horse to make him draw the plough, with his whip. The horse works in the farm enough. The farmer takes him from the plough to the wagon with the harness and whipple tree. He rides on the seat in the wagon. He whips the horse to go to the barn. He jumps from the wagon on the ground. He takes off the harness from the horse's back. The horse drinks some water from the trough enough. He comes from the trough to the barn. He enters the barn. The horse desires to eat the oats and corn in the barn. The farmer gives them to the horse for him to eat them. The farmer sleeps in the bed in his house in the night and wakes in the morning. The horse stands on the floor in the stable to sleep in the night. The horse wakes in the morning. The farmer brushes the horse's back with his brush.

By a young man 20 years of age, under instruction 3½ years.

EARLY HISTORY OF ROME.

Romulus founded Rome 753 years before Christ. Amulius was the king of Lavinium. He feared that Romulus and Remus the twin sons of his niece Silvia would probably seize his kingdom and drive him away. They would reign over the kingdom, because he had taken the kingdom from Numitor, the grand-father of Romulus and Remus. Amulius wished to destroy the twins, therefore he ordered a servant to carry them in a trough to the river Tiber. The servant placed the trough upon the river. He left it floating there and returned to Amulius. He hoped that the twins who were in the trough on the river, would proceed out to sea. He thought, that the twins would perish on the sea, but he was mistaken. In a little while the river Tiber rose and overflowed its banks. The twins, who were in the trough, were carried by the water over a field to the ground. The water left the trough in the bushes in the dry ground near a forest. After a while a shewolf came out of the forest to drink water from the river Tiber and in mean time the twins began to grow hungry and cried. The shewolf heard them crying. She left the river and came to the trough. She found the infants in it. She did not devour them, but she pitied; after she had given milk to them, she took them and carried them to a den in a thicket, near a spring. She brought them up. A shepherd named Faustulus, kept his flock of sheep near. He had often observed the shewolf going to the den, once after she had gone out of the den away, Faustulus perhaps thought, that she had stolen a sheep, therefore he went there and entered there. He discovered the two infants there. He named them Romulus and Remus. He took them and brought them to his cottage. His wife kept and brought them up. They became strong and bold and learned that Amulius had sent them in the trough to the river Tiber. They were very angry and seized the

kingdom and drove Amulius their uncle away. Romulus and Remus reigned over the kingdom. They agreed to build a large magnificent city. They would make it but they disputed about the place. They could not agree where to build the city. They asked the priests to decide for them, where to build it. They said to them both you should go to a hill to watch for an augury. Romulus and Remus agreed to do so. Romulus went up a hill and Remus also went up another hill to sit down upon it in the evening. They watched for the augury all night. When the sun rose in the morning early. Remus saw six vultures and at the same time. Romulus saw a single vulture. At length he discovered twelve vultures more. Romulus and Remus were both glad, that they had discovered the vultures. They returned to the city. Remus said to Romulus, I first discovered six vultures. Romulus answered and said to Remus, I discovered more than you. They could not agree about the augury, because they both claimed the decision. They wished the priests to decide for them, therefore they asked the priests to do so. The priests decided for Romulus and against Remus.

Romulus was glad that he should reign over the kingdom. after Romulus had laid out the street and measured the place, he quarrelled with Remus. He called many men to help him build the walls. They liked to make the walls and the city was surrounded by the them. Remus laughed at him and said to him, that any enemy could overcome the city in the walls because they were low. While Remus laughed at Romulus, he heard these things and was very angry. He ran upon Remus and killed him, but after this Romulus soon felt worse, because he had killed his brother. Romulus knew that Remus would never rise. Romulus ordered to be made two thrones. He took Remus's crown and sceptre and put them upon the throne by the side of himself, he sat on another throne for he alway remembered him. Romulus had often robbed persons of their things. He enticed wicked men to come from other cities. If any person had broken the Law of a kings he might flee into into the city of Rome. Romulus defended them. They increased in number. They have no wives, and wished to intermarry with the women of other cities, therefore Romulus sent Ambassadors to go to the cities. They asked the kings to let the Romans intermarry with the women, but they refused them, because they knew that the wicked men were in his city. They returned to it. They said to him, that the kings had refused him to intermarry with them. Romulus heard it and was angry. He was sorry. He thought if he could entice them to visit some games he would seize them, Therefore he ordered the men to make an enclosure of seats. Romulus invited the Sabine people to visit the games. They were willing to come to the enclosure in the city of Rome. They wished to see the game. They have no arms; but they went there to see the wild beasts. Romulus deceived them and seized thirty women from the people in the afternoon. He drove the people away and shut his gates of the walls, but the women disliked him. The people were angry and returned to the

city of Cure. They called together many people from there and agreed to march to the city of Rome again. They made war against it. They fought with the Romans some time. The Romans went up to the top of a sloping hill before the Sabines came there. They dug the ground deeply by a precipice of the hill, which was surrounded by the walls, and ground deeply was called a ditch. Romulus could throw down the stone upon the Sabines. They approached the sloping hill, but they happened to be stopped by the ditch. They could not jump over it, therefore they encamped by the hill. The Romans in the fortress had no water, therefore a woman came out of the walls to bring water there. They saw her and seized her. She was terrified. They said to her would you betray the Romans, if the Sabines promise to give money to you. She looked at their Gold bracelets and said to them If you promise to give me the thing on your left arms meaning the bracelets, I should be willing to betray the Romans to you from the fortress. The Sabines said to her that they were willing to give to her meaning their shields. She returned to the fortress. When the night came. She looked about and saw no person and came out of the fortress and opened the gates of the wall. She invited the Sabines to go there. They were glad to go into it. They fell upon the Romans and killed some of them, but the rest of them fled out of the fortress, away. After the Sabines had killed some of them The woman said to them, you now give me the things. They deceived her and threw their shields on her, and crushed her with them.

By a young man 20 years of age, under instruction 3½ years.

THE PROCESS OF BOOK-BINDING.

After printing the sheets of a book, they are folded, and tied up with strings. A person is sent to bring the sheets to a book-binder. When the person has brought them to him, some boys and girls fold them. Afterwards the piles of sheets of the same number are put upon tables. We take single sheets from each pile of sheets in order and even their backs and ends. Then we put them between smooth boards and put them into a big-press. They are pressed by it a long while. After this, they are taken out and we even again their backs and pile the books.

When we have put them into a cutting-press, we press them and saw their backs and then take them out. Afterwards the girls sew them in order and we paste up waste leaves. After they are dried, we glue up their backs and the glue is again dried.

We cut out the paste-board for covers and when we have rounded the books, we back them. After putting the paste-board in the grooves, we join it to the books and put them between the smooth boards.

We put them into the standing-press to press them. A considerable while they are pressed and taken out. We cut them in both

ends in a cutting-press and then we colour their edges and cut the corners of the leaves. Immediately we cut pieces of cloth or paper to put on the head bands. After this puting, we glue the backs with strong glue and the backs are dried. We, cutting the leather, after it is wet, cover the books with it. A journeyman sprinkles the leather on the books and cuts pieces of black or red leather for titles. Then he puts them upon the backs of the books and gilds them with various rolls which have been heated in the fire. When the titles have been lettered, he puts the books into the big-press a little while. He takes them out and then brightens them with a heavy hot roll and they are carried to a book seller.

By a girl 14 years of age, under instruction 4 years.

A DESCRIPTION OF A YEAR.

There are four seasons in a year viz. autumn, winter, spring and summer. I now describe autumn. There are three months in autumn viz. September, October and November. Sept. is the first; it is not so cold as October and November. The trees begin to turn red or yellow and fall from the trees. October is more cold in the last part of the month. The ground becomes frozen, and is covered with frost, and the forests are bare. In November, the ground is frequently covered with snow, and the rivers, and ponds are bound with icy chains. I now describe winter. There are three months viz. December, January and February. December is the first and it is not so cold as January and February. The trees have no leaves at all during the winter, but only the thick branches appear. The ground is covered with snow. January is as cold as February. There are many people riding in sleighs when the snow comes on. It gives them much pleasure. A great many poor people do not have good houses to live, nor good beds to sleep on, nor good food to eat and good clothes as we do. But we have a great many blessings. Spring has three months viz. March, April, and May. March comes on, and the snow is melted by the sun. The grass shoots up. In April it is rainy daily and many worms lie on the ground. All the little young people generally stay at home all winter, and they cannot attend schools, because the ground is covered with snow, but now they attend schools during the spring. In May, there are many flowers and vegetables. The ladies are much pleased to see many roses. They put roses on their heads. They often walk when the spring comes on. There are three months in summer viz. June, July and August. June is not so hot as July. The trees bear leaves on the branches and bear apples. In July, the grass begins to wither and turns yellow. Some people have farms, and mow the grass. They intend to feed their animals all winter. In August the trees lose their apples, but before, some people pick apples to eat them all winter or to sell them. Sometimes the people pick apples and fill them in a waggon. They grind them and then they press them

and pour the juice into some barrels. It is called cider. When August comes on, the trees lose their fruits. I like to see Autumn and spring come. The year is like a little child who grows up in spring. He is growing up till summer. Then is about 50 years old in autumn. He becomes old, and he dies in winter.

By a girl 14 years of age, under instruction 4 years.

EARLY IMPRESSIONS.

Before I was educated in the Institution for the Deaf and Dumb, I used to express my thoughts of the heavens and earth. I had no enlightened comprehension of the Creator, eternity, the soul and salvation. I had a great blindness about religion and instruction and understanding to read the Bible and other books. I did not know about the sun because it was curious. When the moon shone brightly upon the world, I supposed that a very aged woman's pale face was put through the heavens to give light. I thought that several ladder-men went up to the heavens and lighted the stars to give light to the people on the earth when they were going out by night. When I saw the smallest star which was very little visible, I guessed that its light was almost put out. Every day, I saw the clouds going around and around, I understood that smoke from the chimneys was turned into clouds. It often happened that it was rainy and snowy, I made a probable supposition that some men ascending into the heavens, then poured water from pails through the heavens upon the surface of the earth and sprinkled snow upon the same. I thought that the earth was level and the residents lived at its circumference. Darkness was beyond the earth. I looked at my parents and sister with wonder who were able to read any books but I thought that all mutes could not read them. I mistook about it. I supposed that many small and large worms dropped from the cloudy weather upon the wet ground when it rained. When a person was dead, I stood by the side of his bed looking at his lifeless and cold body and thinking that his soul and body both decayed in the grave. I knew not that he was gone to eternity and was saved by our Saviour or perished. I did not know what heaven and hell were. I sometimes talked with my sisters about death. I wanted to live forever on the earth with my parents. I did not wish to die and be buried in my grave alone. I feared that my body might decay there and I might live no more after my death. I loved life rather than death and so my sisters did. After some years, my sister and I were sent to school here. We have been taught about the Salvation and other religious things and instruction. We can read the Bible and other books. We intend to stay here and learn to the end of five years or more. We progress in reading the language now. We ought to be thankful to God who has sent us to School. This Institution is a good place in which the mutes live.

By a girl 15 years of age, under instruction 4 years.

STORY OF AN ERRAND BOY.

I have an interest story to tell you. One day a little sunday scholar was sent by his mother to a shop for some soap. When the shop-woman weighed it, she took a leaf from a Bible; that was placed on the counter for waste paper; at which the boy was greatly astonished and eagerly exclaimed "Mistress why—that is the Bible! and what is that book"? The woman answered "It is the Bible." He asked "What are you going to do with it"? She answered "To wrap up the soap." He said "What does it mean!" She replied "I bought it for waste paper to use in the shop." He said "you should not tear up that book for it is the Bible." He said himself "What—that Bible! I wish it was me. I would not tear up that book, but I would always keep it for it is the best of all books to teach me to do right." The woman was surprised to think why he was so very ardently desirous to have the Bible. She said "If you will pay me, you shall have it." He said "I thank you Mistress and I will go home and ask my dear mother for some money." Away he ran home, and said "Dear mother mother please to give me some money." She asked "What for?" He answered "To buy a Bible." He wished to tell a little incident to his dear mother; he said "For the woman at that shop was tearing up the Bible and I have told her that she should not do so." She said that she would sell it to him.

Again he besought her "O dear mother give me some money that it may not be torn up." But she said "I cannot give it my dear son for I have none." Then he sobbed and went back to the shop and said "My dear mother is poor and cannot give me any money." He told her "Do not tear up that book, for my teachers have told me that it the word of God." The woman perceived him greatly concerned about it and said "Well do not cry if you will get any paper and give it to me, you shall have it." He was glad to hear this answer, and said "I will thank you Mistress too." At this joyful prospect, he dried up his tears and away he ran home, and asked his mother for some paper. She gave him, all she had. Still he begged it more and went to his neighbors. He got paper enough. He hastened with the bundle under his arm to the shop. As he entered it, he said "Mistress I have got the paper now!" She said "very well let me weigh it." He received the Bible from her and cried out with tears of joy sparkling in his eyes saying "The Bible is mine and I have got the Bible now!" He ran home to his mother, and as he came near, he cried out saying "I have got the Bible! I have got the Bible!"

By a young lady 18 years of age, under instruction 4 years.

New-York, January 6th, 1835.

My dear friend,

I realized much pleasure in receiving a kind letter from you. I have not written to you for a great while but I have been particularly engaged in study. Please to take the will for the deed.

The instructors with all the deaf and dumb pupils rode a few days ago in the cars to New-York city. They stopped at the Bowery and went into the Zoological Institute for the purpose of examining all the wild beasts which were in the cages. Some of the pupils and myself walked up and went into the gallery where I spent a great deal of time in looking at the band of the musicians who played on their flutes and trumpets. I thought that one of the tigers would devour a keeper, but I was mistaken and he treated him with kindness. At length we all returned back and arrived at the Institution in safety. We were much obliged to Mr. H. for his kindness and politeness to us. I hear that many ignorant deaf and dumb persons will come to the Institution in August I do not like to stay at home but I wish yet to learn to write and read. I have a distinct recollection that you had been to visit one of my friends in Syracuse. I hope that the pupils will be happy to find their ignorance changing into knowledge.

When you were at Syracuse, you promised to call on me but I was disappointed to find that you had been so busy that you could not come. While I am at school, I feel an interest in attending to the explanation of the instructor. I always feel very anxious to have my brother or friends come here because I shall be very glad to see them. After the completion of my education, I shall leave here and go home in about six months. I shall be sorry to part with all the deaf and dumb pupils because my friendship with them always give me much cheerfulness and happiness. I think that I shall perhaps see them no more in this world. I do not know whether I shall return back to visit them or not. Please to tell your cousin that she must write to me as soon as she can. I expect to have your cousin do so, and I shall feel pleasure while reading her letter. Will you please to give my respects to your friends whom with I am acquainted.

Yours affectionately
M. M. C.

By a lad 16 years of age, under instruction 4½ years.

A gentleman in France was a good man—He had no relations, and he was an only poor man—He meditated that he would by himself work in a farm that he owned. He decided and he went to work in it. At length the french gentleman went into a house and saw a beautiful lady. He felt very much love to her and he would often visit her. Afterwards he asked, Would you please to

marry me? She was very willing to marry him. But she said to him, that he should ask her father and mother to let him marry her. Then he asked them to do so, but they would not do so. The father inquired, Had the french gentleman much money? Then he answered that he had not so.

The father would not let him marry her.

He was very sorry. Also the lady was sorry.

In the afternoon he left her and went away.

While he was walking, he was very sorry to meditate on his disappointment. In the evening he was walking still in a road, and he did not take warning to walk around some large thing. He walked straight in the road. He stubbed his toe against some certain thing, and he did not know what it was. He took it, and could not see it.

He carried it, and went into a house and he put a lamp on a table. He could see that it was a bag with a great of deal of gold in it. He was very joyful to possess the gold. But he thought that if he kept it, it was not right? He inquired, Whose gold is this? He had there about two and a third thousand dollars. He carried the gold to his friend who was a minister, and he said to him what he had done. Then he asked the minister, that the minister should inquire on sunday, Whose gold is this? The minister did so, but any body who had lost the same gold, did not come to him in a long time. Sometimes some men thought that they could contrive how to receive the gold, and then they came to the minister to try.

They said to him that they were very sorry to have lost the gold. But he inquired of them, What was the gold in? They could not tell him, and they were very much ashamed. Still two years nobody came, therefore he gave the great of deal of gold to french gentleman again. The gentleman received it and then he went to the house and said to the father, that he had gold enough. He asked the father, Would the father please to let him marry the beautiful lady?

The father said, he would so. Then the gentleman said to the lady that the father said so.

The gentleman and lady were very joyful to marry soon. Then the gentleman married her. He had before gotten a large farm and orchard, and a beautiful house. They dwelt in the beautiful house and were pious. In the afternoon the french gentleman was ploughing in a field. In the twilight of evening he drove his oxen and plough to the barn. He saw two gentlemen who were riding in a gig down a hill of road and they fell out of it upon the ground. They were hurt and he ran fast toward them. He asked them, What was the matter? They said to him, their sides were hurt. They told him that they had before fallen down in the same place, and this was very bad and dirty. They said to him that they lost two and a third thousand dollars which lay there.

He could not tell them himself about it. They had come from Asia, and they continued to talk with him. Afterwards he invited

them into his house, and he told them that they should stay here all night.

Then he left the house, and ran fast to a new minister, because the other was dead.

He called him, and went with him out of the house again. The next day in the morning the gentleman confessed that the two gentlemen's gold was found by him. He gave a deed of the farm for the gold to them, and read the deed to them.

Now he did not own his farm, and he was pleased to give the farm to them. They wondered that he should confess, and gave it to them. But they presented the farm to him again.

They said, God would bless him, because he was a good man. They tore the deed and again wrote a new deed of the farm, and then gave it to him.

He had a family and a respectable property.

They left him, and went away.

By a lad 15 years of age, under instruction 4½ years.

THE WHALE FISHERY.

The Northern and Southern oceans are the habitation of innumerable whales. Whale fishers go on a voyage to fish for whales in a whale ship.

They take a row to a whale lying in the water, and thrust into it by means of a harpoon on whose end a cable hangs. At the same instant the whale goes down into the water very suddenly while the cable runs out through a notch very instantly on which a whale fisher constantly pours water and keeps it from catching fire. Sometimes the rope running out tangles together and must be cut off to let the whale go away.

Sometimes the rope constantly runs out. If it will be by and by done, it must now be tied with other ropes and if not, it must be cut off to let the whale go away. Unless it was cut off, the boat would be drawn into the water, and the whale fishers would be drowned.

He waits for the whale to come out of the water and then finds it, and sees the bloody water thrown by it. The bloody water is indicative that it will die. They take a row to it and drag it to the whale ship.

Sometimes they stay close to it and afterwards the whale ship goes to overtake it. It cannot be put on board the vessel; but it is cut in parts in order to put on board. The parts of the whale are heated by a large fire, and converted into oil which fills about 140 barrels. Its tongue is converted into oil which fills about six barrels.

The hollow of its brain which is full of oil within its large head in the South seas, fills about 16 barrels. Oil becomes stiff and then it is denominated the Spermaceti. The Spermaceti whale's mouth is so broad that it can swallow a fish about five feet long in the South Seas. But in the North Seas having a small mouth,

it cannot swallow a large fish yet the whales are more numerous than they are in the South seas. The Northern whales live on snails, shell-fish, muscles, and little fishes. The whale fishery is very dangerous. We ought to remember the sailors who endure the hardships of whaling to give us light in the night.

By a lad 13 years old, under instruction 5 years.

RURAL LIFE.

The children, husband and wife live in a cottage which stands near a pond, barn and farm.

The fowls walk about the cottage, the pigeons fly into a dove-box and sit in the nests or they themselves put their heads into the dove-holes to look about the land while they stand in it. The ducks and the geese move to swim in the pond with their webbed feet which push against the pond. They dive their necks into it to clean their feathers. The ducks and geese rise up, they push against the pond with their webbed feet and they stretch out the wings and they shake up their feathers. The children make little sloops and then they bring them and they put them on the pond and the air blows against the sails and the sloops sail about the pond. The children draw a small waggon on the ground about the cottage, they put the sticks and chips into the small waggon. Then they draw it and they take them from the small waggon and bring them. They fall upon the bricks near a fire place off the children's arms. The hens, ducks and geese enter a roost, they sit on the land and the hens cling on the sticks in the roost. Two of the children sit on the end of a board on a trunk of a tree. The boy stands on the middle of the board and he balances them up and down. The children play ball with each other or they play marbles which go into a hole. They throw the stones against the apples which fall upon the land and they take them to eat. A husband is industrious to work hardly in his farm before the winter. At length the winter comes, the children draw the sleds up a hill, they sit on them and one of them pulls them on the sleds launching down on the snow. Then they draw the sleds up the hill, one of them lays his breast upon one of them launching rapidly on the snow. They take the snow, they squeeze the snow balls and they throw them against them or they dodge them to pass near them upon the snow. The husband walks among the trees, he cuts them which fall down upon the ground and he splits the boughs off from the trees. He ties a cord about the bundles of the sticks and he brings them to his house. When he enters it, he makes the fire on a fire place. His happy children sit about it for comfort. His wife mends the clothes and knits stockings for the children. They wear them which make them warm. Her husband is industrious to make his house which defends the children from the cold. At the meals, they all eat the food on a table near the fireside. Then the wife washes the earthen ware

and she puts it into a closet. One of the children puts the babe into a cradle and he rocks it as it begins to sleep. They take an interest in looking at the pictures in a book as they sit about the fireside—One of the children puts a handkerchief on his eyes and ties it about his head. Then he cannot see them and he feels to catch them or they touch him—The children dispute with each other and the wife commands them to be still. She commands one of them to bring the sticks, he obeys her and he puts them on the fireplace. On Sunday the wife washes the faces and hands of the children near the fireside, they put on the clothes and they come from a chamber to the fireplace to warm themselves. The children, husband and wife leave their house and they go to a meeting-house to worship God. They sit in it and a preacher preaches to the people about Christ the Saviour. At length they scatter away, the children, husband and wife come to the cottage and they eat the food on the table near the fireside. The children go to the beds and lay themselves upon them. They obtain sleep.

By a lad 16 years of age, under instruction 4 years.

AN ACCOUNT OF MYSELF.

About 8 years ago, there were some men or boys who, I saw, skated with great rapidity on the ice. After having eaten my breakfast, I ran on the ice with great delight. I was much amused by following some men who skated. I continued to play with some young boys until towards afternoon. I liked to draw a sledge on which they sat. But another boy of my acquaintance took it and pushed it to slide on the ice. At length, it stopped sliding, I ran to draw it again but he warned me of my danger. But I could not believe him. I ran towards the sledge, but the ice suddenly gave away with me and I almost sank into the water. But I stretched out my arms upon the hole of the ice so that I might not sink into the water. The was very afraid and ran to save me, but he was about to break the ice. He was obliged to leave me. At length, another man run towards me to save me, but he suddenly stepped off into the water. I also sank down under the water. He knew how to swim very well. Swimming down into the water and taking me, he swam with me out of the water. While he was taking me in his arm, some people threw a rope to him who took hold of it, which they drew to them.—Soon my father took me, carried me into my friends house, and stripped off my clothes. He wrapped me up in a blanket to give me warmth and then he carried me home and lay me on a bed. The following day, I was very well again. One pleasant day, I went to a dam on which I stood to angle. I looked back at a boy who came to me and walked on the dam. But when he fell from the dam into the water, he went to the bottom of the water and came again out of the water and he went again to the bottom,

at which he remained. He was not able to swim very well and he was very weary of endeavoring to swim. Some men dived into the water and took him out of the water. A doctor found that he was lifeless and cold. His parents were very sorry for the loss of their only son.

By a young lady 16 years of age, under instruction six years.

PRIDE.

Pride is a bad thing. Most of people are prouder than they ought to be. Many of the gentlemen are proud of the long whiskers which grow from the hinder-part of their cheeks to their chins because they wish to show their pretty faces with the whiskers.— They wear tight pantaloons and tight boots which are so polished. When they meet the beautiful ladies, they bow courteously to them. They sometimes put white silk gloves on their hands and lean upon a light cane when they walk. Some boys are proud because they can smoke cigars like a man. They tell openly that they can skate on the ice and make letters elegantly and can also swim very well.

Many ladies are proud of their regular forms and features and wear tight and slim shoes. Sometimes they spend much time in brushing their teeth, which are very white like snow. Some of them sprinkle their faces with magnesia and also paint their cheeks like pink to make themselves beautiful. They put a few small and black spots of court-plaister on their faces but they have no sores on them for they wish to show their pretty faces to the people and the peices of court-plaister are little traitors. They generally wear full sleeves like a balloon, and their waists are as tight as a club. Their hair is perfumed which the gentlemen always like to smell sweetly. When some young ladies are in public-houses at the balls, they feel proud as they think themselves to be excellent dancers. They often get rid of the poor when they feel desirous of them that they give them some money. Most of the ladies generally are wearing apparel with rich ornaments in their dresses and they expect with gladness that some gentlemen will believe that they are very opulent. It is often known that they like to marry dandies better than peasants, and the former sometimes give some rings to their gay belles as a token of love and marriage. They ride in splendid and rich barouches and ramble through the streets for showing rich dresses to the people. I heard that a girl was fond of thinking about her new dress and said to herself "I am handsomer than any body." There is a proverb, "pride goeth before a fall."

By a young lady 19 years of age, under instruction 7 years.

Last Christmas, one of the teachers of this Institution, invited me to go with him for the purpose of visiting his parents who live in Princeton, New-Jersey. We rode in a carriage to the wharf very early in the morning, for the purpose of going in a steam-boat to South Amboy. We went in it to S. Amboy and entered the rail car which ran swiftly. It gave me much pleasure to travel through New-Jersey, for I wished to see the Theological Seminary. We arrived there at one o'clock and were very glad to see the teacher's parents and family who seemed to be happy to have us come and pay a visit to them, and treated us very attentively. I felt grateful to Mr. C. for his kindness to take good care of me while we rode from the city to Princeton. We staid there two days. I saw many young gentlemen walking in confusion in the rooms of the Theological Seminary. I think they were engaged studying for the ministry and they seemed to be fond of it. I was much delighted to see the seminary which is in a very handsome situation and is made of brown stones. It has four stories and is 150 or 160 feet in length and 40 feet wide. There is a very pleasant yard for the students. There is a new chapel for them to attend in it to the instruction of the professors of the seminary. There are about 120 students in the Theological Seminary now. When we were about coming to the Institution, we entered the chapel and admired to see it which was beautiful and then I told Mr. C. that I wished to have the same chapel for the Deaf and Dumb, for I thought it was better than our chapel. After we took our breakfast we entered the stage and rode to Heightstown. I began to feel sorrow to part with Mr. C's parents and family for I liked them much indeed, but I dismissed my sorrowful feelings, for I was obliged to come here for the purpose of learning. We rode in the rail car which ran quickly and then we entered the steam-boat and came to the city. When we arrived, we took the car for coming back here again. I was very glad to meet and see my class-mates and all the pupils for I had not seen or talked with them for two days. They appear like my brothers and sisters in this Institution.

By a lad 16 years of age, under instruction 4½ years.

THE LIFE OF MYSELF.

I was born in Vineyard, Grandile county, Vermont, on the 9th of April, 1818. I was not born deaf and dumb, but I could speak and hear. When I was about two years old, I was very sick and almost died, and my right eye swelled very severely. At length, I recovered from sickness, and it was found that I was deaf and dumb, and blind in my right eye.

At the age of about five years, I rode in a sleigh in the winter with my parents from the town of Vineyard, to that of Malone, Franklin county, N. Y. At that time, I was often afraid of stran-

gers. Having arrived at Malone, my father held me strongly with his hands before an electrical machine, that I might not move, while two persons put two wires of that machine to the drums of my ears. The electricity gave me the shock for several minutes, but I did not cry for the fear of my father's rebuke, but only wept.

We lodged in a hotel, and returned to the house for the same purpose every morning and evening for a few weeks. When I told my parents that I was displeased with our going to the house to receive the shocks, they deceived me in various ways by telling me that we should go home. It was found that I continued deaf and dumb from my sickness. My parents' hopes of recovering my hearing was lost, and they were very sorry for my deafness. We returned home.

I was fond of fishing on Lake Champlain with my brothers, and rowing a boat there. One cold day, in the winter, my parents rode in a sleigh on the ice of Lake Champlain with my brothers and sisters and myself to visit my grand parents, and relatives. We were very glad to see them and made a stay for several hours.

The next year, my father went to Malone with his older son to look for land for our future residence. They, having found such land as he wished, built a new cottage near a brook. After several weeks, when my father had built the cottage, he returned home. Then he rode in a large sleigh with his family in the severe winter to my grand parents and relatives, and spent a day to visit them.

Afterwards, we rode in the sleigh for a few days in which time we slept in a hotel every night, when we stopped in the evening. We arrived at Malone; and when we saw a beautiful house on the other side of a road, my parents pointed me to it, and told me that it was the same building in which the electricity had given me the shocks to recover my hearing at the age of about five years. We were very glad to see the new cottage.

In spring, my father and his sons worked on his farm which he divided into several fields for hay, corn, wheat, rye, potatoes, &c.

In summer, I was fond of playing with toys with my sisters and neighbors.

I went to the country school with my sisters and some of my brothers to learn hand writing for three years.

When I saw the clouds coming up, I thought the smoke of fire came up from the forests, and in the smoke some people sprinkled the earth with water drawn from the streams.

I thought that in the lightning, somebody in the clouds cut off his hands and threw them into lightning in my sight; and he renewed his hands again. Also it was my idea that the earth was fixed and level to the ends. The sun was moving, and when it set in the west, it fell down beyond the end of the earth, and after twelve hours, another sun rose from beyond its end.

I thought that a great many people on the earth blew out of their mouths in the wind to cool us. The moon and stars, when the sun came near them, went away, and when it set, they came back. I feared the moon on account of her looking at me.

Some spirit in the clouds blew his trumpet to the earth in the thunder.

I feared one spirit in the sky, that if I committed a crime, he would kill me; for my brothers and sisters had told me a little about the spirit who could see us always. Sometimes I feared to go under the clouds, because I thought some beast would come from them upon me.

I did not know that I had a soul, but I thought that I should die, and all my body would moulder like the beast.

During the northern lights, or Aurora Borealis, I thought there was a great fire from the forests. I did not think about the snow at the pole.

I was not fond of working on the farm, on account of the sun's shining upon me, but I was most fond of fishing.

When I entered the prayer-meeting, or meeting-houses, I never laughed; for I feared the spirit who looked at me.

Often I thought of myself, "I am deaf and dumb and miserable." I besought my parents to help me open my ears, for I had little talked with my relatives and friends. But they told me that they could not help me.

At the age of 12 years, the governor of New-York sent a letter to my father, that I should come to the New-York Institution for the instruction of the Deaf and Dumb. When I was informed of it, my joy was more kindled than ever from my birth, for I had never talked with the Deaf and Dumb. A few weeks thence, when my clothes had been prepared, I rode in a wagon with my friend to a town which was situated on a river. One afternoon, we sailed in a steam-boat to a town which was situated on the canal. We went in the canal-boat to Troy. We then went into a steam-boat for Albany. Having arrived there, I admired the large city, for I had never seen a city before this.

We went into a steam-boat for New-York, one afternoon. The next day, we arrived there, and I admired the city, being great and beautiful. We got into a coach for the Institution of the Deaf and Dumb. This was on the 1st of July, 1830. When I entered this building, I wondered to see many deaf and dumb pupils who could write on subjects and spell with the fingers.

I was first taught to spell the letters of the alphabet with the fingers, and new words every day.

I expected that I should not be able to pursue my studies and read any book; but the next half a year, I learned phrases and compositions. The next year, my improvement increased, and I learned arithmetic, and to write stories, and on subjects. I was taught geography, and other books. I was in light mind about the things concerning the earth, sun, planets and stars.

I do not continue to make such mistakes in my thoughts as I have told you.

I am very glad to have been taught about the things concerning the kingdom of God.

I am taught history, arithmetic, geography, the Bible on Sunday and compositions.

I am astonished to think of the great difference between my uneducated mind and enlightened one.

By a lad 17 years of age, under instruction 5 years.

XERXES' EXPEDITION TO GREECE.

Xerxes was the son of Darius Hystaspes, King of Persia. He succeeded him, and defeated Egypt with his army. During his residence in the palace in the city of Susa, in Persia, he commanded men to be taught the military arts in every province in the Persian Empire, because they would prepare to make war against Greece in three years. After this, Xerxes led a prodigious army from Persia through several provinces, by land, and arrived at Sardis in the province of Lydia where they encamped through the winter. At the beginning of spring, they broke up their camp, and marched to the Hellespont, but they could not cross it. They placed two bridges of boats across the Hellespont and they crossed it in safety. After their arrival at Thrace, Xerxes marched with the army through that province which he defeated. He ordered all the people there to assist him in his engagements. He went with the army to Doricus, in Thrace, situated at the mouth of the Hebrus River for the purpose of seeing the Persian fleet which had come up. At Doricus, Xerxes' land forces amounted to 1,800,000 men, and his naval forces consisted of 4207 vessels. He sent the fleet to sail to the straits of Thermopylae for he would go round and meet them there. He marched with the army to Macedonia which he defeated, and also, hence to Thissaly which he conquered. During his journey towards Greece, the people of that country contrived how to defend themselves from the attack of the army, and the Greeks, amounting to 4000 men, under the command of Leonidas, went to the top of the mountains near the straits of Thermopylae. Xerxes marched with his army through the narrow pass below the mountains where the Greeks threw many rocks upon the Persian army who fell back upon the rear, and 20,000 of them were killed in 2 days. But one of the Greeks who was a traitor, came down and led the Persian army up to the top where they surrounded the Greeks, many of whom escaped, but the rest, amounting to 300 men who were very brave, assisted Leonidas in fighting with the Persian army, a great many of whom were killed, and all the 300 men and Leonidas were killed. The Persian army rejoiced at the victory. They left the mountains for Athens, and on their way towards that city, the Greeks heard of their coming, and contrived how to defend themselves from the attack of the Persian army, and many the Greeks escaped from the city for the island of Salamis, and some others in the Grecian Archipelago, and also, the Grecian fleet, consisting of 400 vessels, went into the straits of Salamis for defending themselves from the attack of the Persian fleet, of 4207 vessels. The line of the Grecian fleet extended from the island to the land so that the Persian fleet could

not pass through it, and the former conquered the latter. The Persian army who were on the hill of Athens, looked at the fall of their fleet. They feared that the Grecian fleet would go to the Hellespont and destroy the bridges of boats, so that they returned there, but the bridges of boats were destroyed and scattered by storms. They were obliged to sail in the boats of fishermen, and went with Xerxes to Susa where he lived.

He leagued with Hamilcar, a general of Carthage, to make war against the Greeks in Italy, and Sicily. Hamilcar raised up men and went from Carthage to Sicily where he encamped with them in a fortification. He sent a letter to his horsemen for the purpose of calling them to come to a feast, but one of the Greeks named Gelos intercepted it. He called up Grecian horsemen, and went to that spot where they conquered the Carthagian army, and burnt the fleet. After Xerxes arrived at Susa, he had room to hope that the Greeks would soon be conquered, but he heard of this sad fact, and was disappointed and chagrined.

By a lad 16 years of age, under instruction 7 years.

DESCRIPTION OF THE INSTITUTION.

In the year 1817, the Institution was established for the Deaf and Dumb in New-York. It is about three miles and a half from the City Hall. The wall of the garden which lies directly east from the Institution, is near the rail-way. This garden has one acre and a half of land and it produces a great many different kinds of vegetables and plants to use for the Deaf and Dumb pupils to eat during the time of Summer and Autumn. The Stable which is near the garden, has a quantity of hay & oats to feed horses and cows and they are kept in it during all night or during the winter. The two shops which are enlarged, in building, are furnished for the male pupils to work in at four trades viz the Shoe-making, the tailoring, the Cabinet-making and the book-binding. The Institution leases 10 acres of land consisting of two meadows besides the lawn for the male pupils to play in. The paths of the lawn are regulary laid out near four rows of trees. The flower-garden near the middle road has many kinds of flowers.

The Institution has fruit-trees which have been planted and raised some years ago. The building is 110 feet long and 60 feet wide and it is made of bricks and stuccoed like marble. It has four stories besides the basement. The basement is where the male pupils always go to wash ther hands and faces every morning or as they please. This is called the Washing-room. The walls of the study room belonging to the male pupils, are painted light green and it is in the first story. Those of the study-room belonging to the female pupils are painted the same color and it is in the second story. Two neat and large rooms are furnished for all the pupils to sleep on and they are in the fourth story. The Sick-room which is in the second story is furnished for the patients to keep

their bed some days or weeks till they are recovered. The Director's room which is in the Second story has 800 or 900 volumes in the library and it has philosophical apparatus, minerals and curiosities in the library. The roof of this building is almost flat and it has an observatory on the centre of it. The Institution has accommodation for the number of 150 pupils to be educated. There are now about 136 or 137 pupils in the Institution and there are 7 classes. The Institution is governed by the Principal and instructors in accordance with the laws of our Directors.

By a lad 16 years of age, under instruction 7 years.

SIR WALTER RALEIGH.

Sir W. Raleigh was born in the year of our Lord one thousand, five hundred, and fifty-two in the town of Budleigh in Devonshire County, England. In his youth, he was placed in Oriel College where he was educated for several years. He was highly distinguished for his being a great historian and navigator.

He also performed eminent services for the queen Elizabeth in defeating the Spanish Armada and in settling the part of North America, now called Virginia. While he abode in Virginia, the Indians taught him how to smoke and chew tobacco and he was kindly treated by the Indians. The Indians presented him two hogsheads full of tobacco with which he returned to England where tobacco had never been used before. Once when he was reading his book, his servant brought him some beer but he saw him smoking and he immediately poured the beer upon him and then he ran up with great speed to his family whom he informed that he saw the fire in his body and he poured the beer upon him to extinguish the flames. He lived happily under the reign of Elizabeth when the sun-set of her life had arrived, Raleigh was grievously persecuted by his enemies soon after the accession of James I. to the throne of England. He was falsely accused of high treason and therefore he was imprisoned in the royal tower for 12 years during which time he wrote the history of the world and many poems. After he had been set at liberty, he was commissioned by James to go to S. America to obtain great quantities of gold and silver. After his arrival in S. America, he was discovered by the Spaniards who were so full of rage towards him that they followed him and murdered his eldest son but Sir W. Raleigh escaped to England.

But the Spaniards set out for England where they complained to the king of Raleigh and they finally prevailed upon him to put him to death. Raleigh was accordingly beheaded on the 29th of October 1618. His head was then kept by his family.

STATE OF NEW-YORK.

No. 289.

IN ASSEMBLY,

February 16, 1835.

ANNUAL REPORT

Of the Directors of the Central Asylum for the instruction of the Deaf and Dumb, for 1834.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

The directors of the Central Asylum for the instruction of the Deaf and Dumb, under a grateful sense of the goodness of Divine Providence, would respectfully present to the Legislature the following report of the institution under their care, for the year 1834.

The number of pupils at the date of our last report was thirty-one, since which time eight have left the school and nine have been admitted, making the whole number now in the Institution thirty-two.

Since that time, we have added to the mechanical employments that of shoemaking, at which some of the male pupils have been employed, so that at printing and shoemaking most of the males have been engaged; the remainder are employed in agriculture, gardening, &c. The workshop is in the basement story of the building occupied as a school-house.

We regret exceedingly the limited means of the Institution to provide a greater variety of employments for the pupils, who are only to be benefitted, and many of whom will be obliged to depend upon their own exertions for future support. The females are under the care of a seamstress when they leave the school rooms, and are taught knitting, plain sewing and needle work, that they

may be accustomed to habits of industry and application. These arrangements bring the whole of the pupils under the almost constant supervision of one or more persons, and is the means of fitting them to support themselves with credit when they shall leave the school and mingle in the world.

We feel it to be a source of gratitude to the great giver of all good, that the pupils have enjoyed almost uninterrupted good health; that with the exception of an accident which happened to one of the pupils, there has hardly been an occasion for absence from the school room during the past year.

You will perceive, from the report of the treasurer, that the amount of the bill for medicines and medical attendance for the year, has been only \$6.28.

The income of the Institution during the past year has fallen short of the receipts of the preceding, owing to the operation of the law authorizing the Superintendent of Common Schools to make the selections for filling up vacancies in the school. He has made those selections at the proper time, but the parents or friends of those selected have been extremely dilatory in sending them, and in some instances have declined accepting of the offer made by the State to instruct their children, and the Superintendent has been obliged to select others in their places, thus lessening the amount of receipts materially. Notwithstanding this, the Institution has been kept in operation; and the amount of debts has been in some degree reduced, and we feel confident to look forward to the extinguishment of the whole.

For a statement of the above, we would refer you to the treasurer's account.

The board feel confident that from the increased interest which is felt throughout the civilized world, and particularly in this State, that the cause of the deaf mute will claim that attention from legislators which its importance demands. The thought that so large a portion of our fellow-beings should be left in ignorance, cannot be entertained. The welfare of community, the honor of our State, the happiness of their immortal souls, demand that institutions for their instruction should be sustained, that they may be enabled to bestow the greatest possible amount of good in a given time, and that they should be in a situation where all may be willing to sustain them in their efforts.

The law authorizing the supervisors of the several counties to select and send a certain number of indigent deaf mutes at the expense of the county, has been acted upon by only two counties in the State, viz. New-York and Montgomery, the former of which supports eleven at the New-York Institution, and the latter two at this. There is no doubt but that there are many deaf mutes in other counties, who are fit subjects for selection by the supervisors, and there are even now in the county poor-houses some who might be instructed, were the law amended so as to make it imperative upon the supervisors.

The situation of this Institution has often been presented to the Legislature, and we respectfully refer to the former reports for information on this subject; but we would at this time state that the amount of funds bestowed upon it has barely enabled it to keep in existence, and comply with the requirements of the class for which it is intended, but has not enabled it to make the improvements which it otherwise would. This will account for not having more mechanical branches to offer to the pupils. The system of instruction pursued in the Institution is believed to be substantially the same as that taught in the other Institutions in the United States, with the latest improvements.

The mutes, when brought first to school, are wholly ignorant of spoken or written language, and as the latter is the one necessary for them to understand that they may hold converse with their more fortunate fellow-beings, exertions should be made to render them as familiar with it as possible in the limited time allowed them for attaining knowledge at school. For this purpose, resort is made to their reasoning faculties, and they are accustomed to learn the different connexions of words in forming language as soon as possible after commencing instruction, instead of spending a long time in committing words to memory with nothing to fix them in their minds but arbitrary signs, which are of no use to them in their intercourse with society; and it has been the practice in all institutions for deaf mutes to depend wholly upon methodical signs, and thus render the mutes mere parrots, without imparting ideas. This Institution has followed the system pursued by the New-York Institution, of making the language of action the means of communicating instruction, and as the Principal of that Institution justly remarks in the last report, "that the employment of words themselves is considered preferable to that of signs, instituted for

the sole purpose of recalling the same words," we have nearly discarded the former tedious method of teaching by methodical signs, and placed the principal reliance on the language of action.

This Institution was established for the benefit of deaf mutes generally, not for the benefit of any particular section of country, and it seems that whenever an Institution was established, it should be so liberally endowed as to enable it to offer to the mutes who may be placed in it the most advantageous methods of instruction, and that they should be commodiously situated for gaining that instruction, as well as to furnish the best means of imparting it, by the employment of a sufficient number of competent instructors, and the possession of the necessary apparatus; while at the same time they are presented with a variety of mechanical employments during proper hours for labor, that at the close of the term they may be fitted to become useful citizens.

We lament that it has not been thought proper to place the Institution under our care in such a situation as we could wish, but we trust that this unfortunate class will claim that attention from their fellow-citizens which their situation imperiously demands, shut out as they are from the most common means of communication with the world.

The Legislature have already made appropriations for the benefit of the deaf and dumb, and as their numbers increase, it cannot be supposed that they will relax in their efforts for them, or that the means employed shall be partial and insufficient.

In view of this, the directors intend to present a memorial urging upon you the necessity of making an additional appropriation, sufficient to enable them to enlarge their building and erect suitable workshops, &c., purchase an addition to their apparatus and employ more teachers, that those mutes who are now growing up in utter ignorance may be enlightened, and their countenances be irradiated with the beams of knowledge, and gratitude to the great giver of all good, for rescuing them from the thralldom of ignorance.

The Central Asylum for the instruction of the Deaf and Dumb, in account current with the Treasurer, from Jan. 15, 1834, to Jan. 15, 1835.

Receipts in 1834.

| | |
|---|-------------------|
| From Comptroller, for State pupils, | \$1,815 29 |
| Supervisors of Montgomery, | 200 00 |
| Pay and part pay pupils, | 123 28 |
| Annual examinations, &c., | 33 38 |
| | <hr/> |
| | \$2,171 95 |
| | <hr/> |

Expenditures in 1834.

| | |
|--|-------------------|
| For superintendence, tuition, servants, &c., | \$891 68 |
| Rent of boarding-house and lot, | 150 00 |
| Provisions, wood, &c., | 910 25 |
| Medicines and medical attendance, | 6 28 |
| Printing annual report, | 7 00 |
| Former debts to different persons, | 206 74 |
| | <hr/> |
| | \$2,171 95 |
| | <hr/> |

Other Donations.

From editors of the Saturday Courier, their paper.

“ Albany Gazette, “

“ Christian Mirror, “

“ Evening Star, “

“ Tract Magazine, their magazine.

From ladies of Central Canajoharie, box of clothing for pupils.

“ Ames, “ “

STATE OF NEW-YORK.

No. 290.

IN ASSEMBLY,

March 14, 1835.

REPORT

Of the Select committee on the petition of inhabitants of the town of Granville.

Mr. Moore, from the select committee to whom was referred the petition of sundry inhabitants of the town of Granville, praying for an act to raise money to defray certain expenses in said town,

REPORTED;

That it appears to your committee, that in the month of May, 1833, the streams and rivers in the town of Granville, in the county of Washington, were, in consequence of long and excessive rains, swollen much above their usual height, and that by the force of their waters and the rapidity of their currents, many of the most expensive and costly bridges in the said town were carried away, and others greatly injured: it further appears, that at a special town-meeting held on the 27th day of May, 1833, a vote was passed authorizing the commissioners of highways of the said town to borrow the sum of one thousand five hundred dollars, and apply it to making and repairing bridges: that \$1,494.31, it appears, was borrowed and so applied. Your committee, in order to present all the facts that appear to be material in this case, and for the purpose of accounting for this late application for an act to raise money to discharge debts contracted in 1833, do further report, that a bill for this purpose passed the House of Assembly in

the session of 1834, and was left with the unfinished business of the honorable the Senate.

Your committee are therefore of the opinion, that the prayer of the petitioners ought to be granted, and have instructed their chairman to present a bill accordingly.

STATE OF NEW-YORK.

No. 291.

IN ASSEMBLY,

March 16, 1835.

REPORT

Of the Governors of the New-York Hospital.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

The Governors of the New-York Hospital,

RESPECTFULLY REPORT:

That during the year 1834 there have been 1,721 patients admitted into the Hospital, who, with 184 remaining there on the 31st December, 1833, make 1,905 persons who have received the benefits of that institution during the year last past.

Of that number there have been cured, 1,266; relieved, 69; discharged at their own request, 154; and as improper objects, 32; and there have been discharged as disorderly or have eloped, 46; died, 174; and there remained 164 in the Hospital on the 31st December, 1834.

The above numbers do not include the insane patients in the Bloomingdale Asylum, of whom, during the last year, 102 have been admitted, who with 120 patients remaining in the establishment on the 31st December, 1833, make 222 persons who have received the benefit of the Asylum during the year 1834. Of these 165 were old cases and 57 recent cases; out of which numbers 51 have been cured, 16 have been discharged, improved, 16 others at the request of friends; 20 paupers have been removed

by the city authorities to Bellevue, 10 have died, 2 have eloped, and 103 remained in the Asylum on the last day of the year 1834.

The proportion of cures effected in the Asylum, whilst in itself it presents a very gratifying result, being 41 out of 57 recent cases, and 10 out of 165 cases of long standing, adds fresh evidence of the importance, as stated in former reports, of a very early attention and application of medical and moral treatment to the first access of mental alienation. The great mass of these cases in the Asylum which seem to be without hope, are long neglected cases of town and city paupers.

The improvement most needed in the Asylum is a separate detached building for violent female patients, similar to the one erected a few years ago for male patients of the same class. This the Governors hope to erect during the present year.

The whole amount of expenditures by this corporation, for and during the year 1834, was sixty-three thousand nine hundred and sixty-eight dollars and fifty-five cents. The whole amount of receipts from all sources was sixty-five thousand nine hundred and fifty-nine dollars and thirty cents; leaving a balance in favor of this corporation of nineteen hundred and ninety dollars and seventy-five cents.

In the above aggregate sums are included the separate accounts of the two establishments under the charge of the corporation, viz: the Hospital in the city of New-York and the Asylum for the Insane at Bloomingdale. The separate accounts of those two institutions present the following results for the year ending December 31, 1834.

The New-York Hospital has received during the year 1834, for the State annuity, for the compensation from the United States for the board of sick and disabled seamen, from pay patients, for library tickets to medical students, subscriptions of members, and articles sold, thirty-two thousand three hundred and forty-seven dollars and forty-one cents.

During the same year there has been paid for the support of the Hospital, repairs, medicines, surgical instruments, books, burials, and contingent expenses, the sum of twenty-seven thousand and forty dollars and four cents; showing an excess of five thousand

three hundred and seven dollars and thirty-seven cents of receipts above expenditures in the last year. Out of this excess the sum of three thousand four hundred and seventy dollars has been applied in aid of the sinking fund of the Bloomingdale Asylum.

During the year 1834 the Bloomingdale Asylum has received from the State annuity, from pay patients for board, and for articles sold, thirty-three thousand six hundred and eleven dollars and eighty-nine cents. During the same period there has been paid, on account of the establishment, for its support and the salaries of its physician and officers, and wages of servants, for payment of interest on its debt, and increase of the sinking fund provided for the liquidation of the principal, the sum of thirty-six thousand nine hundred and twenty-eight dollars and fifty-one cents; showing a balance against the Asylum of three thousand three hundred and sixteen dollars and sixty-two cents.

If, however, the sum of three thousand four hundred and seventy dollars, applied as herein before stated, out of the saving of the New-York Hospital to the increase of the sinking fund and productively invested, be excluded from the account of expenditures on account of the Asylum, there will remain a balance of one hundred and fifty-three dollars and thirty-eight cents in favor of the Asylum.

The outstanding debts due the Asylum amount to nine thousand nine hundred and thirty dollars; a considerable amount of this will be collected without difficulty, a part is undoubtedly desperate, and the rest doubtful. The debts of the two latter kinds are chiefly of an old date, and it is confidently believed, that the rules for the collection and payment of the dues for board, adopted about two years ago and now generally adhered to, will prevent hereafter any accumulation of doubtful outstanding debts.

The whole amount of debts due by this corporation, on the 31st December, 1834, was one hundred and thirty-seven thousand dollars; being the same sum stated in the last year's report, as being the amount borrowed for the purchase of ground and erection of buildings at Bloomingdale several years ago, and on terms which do not place the payment or redemption of the principal at present within the power of this institution.

The sinking fund which has been provided for the final payment of the debt when due, amounted, on the last day of December,

1834, to forty-eight thousand nine hundred and five dollars and fifty-six cents, invested in stock of the Bank of America and certificates of the New-York Life and Trust Company, exhibiting an increase of the fund of eight thousand three hundred and twenty-four dollars during the last year.

The system of constant supervision and inspection by committees of the board of the two institutions under its care, now tested and perfected by many years' experience, has been continued to be applied with perfect regularity, and its good effects are to be seen in the continued and gradually increasing comforts and usefulness of the Hospital and Asylum; which, the Governors trust, will show that they have not been careless or unfaithful stewards of the public bounty so liberally bestowed for the relief of the diseased in body and mind.

GEO. NEWBOLD, *President.*

ROBERT J. MURRAY, *Secretary.*

New-York, March 12, 1835.

STATE OF NEW-YORK.

No. 292.

IN ASSEMBLY,

March 12, 1835.

REPORT

Of the select committee on the petition of the inhabitants of the village of Brockport.

Mr. D. Sibley, from the select committee to whom was referred the petition from the inhabitants of the village of Brockport, in the county of Monroe,

REPORTED:

That it is set forth in the petition, that the number of men attached to the engine company in said village, is altogether insufficient to work the engine efficiently; and that it is also desirable and necessary that a hook and ladder company should be organized in said vilage.

Your committee, believing the facts set forth in said petition to be true, and some of your committee, from personal knowledge, being aware of the necessity for the proposed amendment of the village charter, respectfully ask leave to introduce the accompanying bill.

STATE OF NEW-YORK.

No. 293.

IN ASSEMBLY,

March 14, 1835.

REPORT

**Of the committee on grievances, on the petition of
George Thompson.**

Mr. Adams, from the committee on grievances, to which was referred the petition of George Thompson, asking a remuneration for land sold for taxes,

REPORTED:

The petitioner represents that he is the brother of John Thompson, deceased, a soldier of the revolution, in consideration of whose services letters patent were, on the 23d day of May, 1810, issued to the petitioner, Margaret Elder and others, representatives of the said John Thompson, for two hundred acres of land in the town of Sterling, being the west part of lot No. 96.

That in 1816 the lot was divided among the several grantees, giving to each $28\frac{1}{2}$ acres: that the parts which fell to the petitioner and Margaret Elder were situated in the northwest corner of said lot.

The petitioner further states, that he paid the taxes on the 200 acres at sundry times, and in 1823 paid all the taxes at that time returned to the Comptroller's office, amounting to \$17.81: that in 1827 he applied to pay the taxes, when he, to his surprise, ascertained that the whole of that portion of land belonging to him and Margaret Elder had been sold in 1825, for a tax for making a road from Wolcott and Sterling to Auburn, to Peter Smith, who had pur-

chased 65 acres out of the northwest corner of said lot 96, and had paid therefor nearly \$50: that lot No. 96 contained 600 acres, out of which the State owned 150; and that the tax was assessed upon the residue.

The petitioner further represents, that to have redeemed the land would have been attended with much trouble and expense, as Mr. Smith resided a great distance from him: that he would have been compelled to pay \$50 or \$60 for himself and other owners of the land; and that he was advised and believed that if he did so redeem, he would have no remedy at law against any of the other owners of the land, for their proportion of the tax: that he therefore abandoned the thought of redemption.

The petitioner further complains, that the State should have directed the sale of such part of the land as would have defrayed the charge for its own taxes, exclusively, and that it was entirely owing to its act that he was unable to redeem his own land.

Your committee find, on examining at the Comptroller's office, that the assessment was made upon 450 acres of lot No. 96, in Sterling, containing 600 acres, (150 acres of which, on the east side, then belonging to the State;) and that it was so returned to the Comptroller's office, for the non-payment of the taxes so assessed: that 65 acres were afterwards regularly sold to Peter Smith, out of the N. W. corner of the 450 acres, without any knowledge, on the part of the public agents, to whom or to how many persons it belonged.

Your committee can therefore see no reason why the State should be called upon to relieve the petitioner: it has, by its public agents, pursued its regular course in making such sale and is not liable to censure: but the injury complained of resulted from the petitioner's own delinquency, in not paying the taxes; in not having had the division of the lot (if any) made known to the public officers; and in not having redeemed. In no point of view, therefore, can the State be called upon to set so forbidding a precedent as the one to which a favorable action upon this petition would lead.

Your committee are of the opinion that this application is not sustained upon any ground of merit, and that it therefore ought to be denied.

STATE OF NEW-YORK.

No. 294.

IN ASSEMBLY,

March 16, 1835.

REPORT

Of the select committee on the petition of inhabitants of the county of Rockland.

Mr. Suffern, from the select committee to whom was referred the petition of several inhabitants of the county of Rockland, praying for the passage of a law authorizing them to enclose a tract of wood land in said county,

REPORTED:

That the petition which has been referred to your committee, is signed by respectable citizens of said county, who are personally known to two of your committee. The petitioners represent that they are the owners in severalty of a certain tract of valuable timber land called the "big woods," in the town of Ramapo and Clarkstown, now lying in commons, and that the young and thrifty timber is very much destroyed by cattle running at large in the same, to the detriment of the petitioners and the destruction of the young timber: That a majority of the proprietors are willing and desirous to enclose the same, but being apprehensive that their object cannot be carried into effect, their rights secured and protected without legislative aid in the premises, they therefore pray for the passage of a law authorizing them to enclose the said wood land, and for the protection of their separate rights therein. The prayer of the petitioners appears to your committee to be just and reasonable, and they are of opinion that the same ought to be granted, similar laws having heretofore been passed by the Legislature; the committee have prepared a bill and directed their chairman to ask leave to bring in the same.

STATE OF NEW-YORK.

No. 295.

IN ASSEMBLY,

March 17, 1835.

REPORT

Of the select committee on the petition of Felix Tracy.

Mr. Patterson, from the select committee to which was referred the petition of Felix Tracy, asking for the passage of an act authorizing him and his associates to build a dam and boat lock in the Genesee river, in the town of Leicester,

REPORTED:

That they have examined the petition, and from the facts therein set forth, and from the personal knowledge of one of your committee, they are of opinion that a dam and boat lock can be so constructed as to afford not only a safe and easy passage for rafts descending the river; but also that improvements like the one proposed by Mr. Tracy, will very materially benefit the navigation of the river, by creating a slack-water navigation, for the benefit of boats ascending the stream; and experience has shown, by a similar improvement in the same stream, that the surplus water of the river can be used for hydraulic purposes, which is a very important consideration, not only for the benefit of the petitioner, but also for the benefit of the inhabitants of a section of the State not surpassed by any other, for fertility of soil and salubrity of climate.

Your committee are not aware that there can be the least possible objection to the passage of an act in conformity with the prayer of the petitioner; they have therefore prepared a bill, which they ask leave to introduce.

STATE OF NEW-YORK.

No. 298.

IN ASSEMBLY,

March 13, 1835.

REPORT

**Of the committee on grievances, on the petition of
Henry James and others.**

**Mr. Hough, from the committee on grievances, to which was
referred the petition of Henry James and others for relief,**

REPORTED:

That from the petition and affidavits furnished your committee, it appears that the petitioners are owners of lands situated upon the west bank of the Hudson river, in the town of Waterford and county of Saratoga. That since the erection of the sloop-lock dam at Troy, the waters of said river have at times set back and considerably washed away and materially injured the lands of the petitioners, for which they ask compensation. To what extent the petitioners may have been injured does not appear, neither is your committee entirely satisfied that the injury has been occasioned by the erection of said dam, but they have deemed the evidences sufficiently strong to entitle the petitioners to a favorable consideration; and therefore recommend the passage of a law authorizing the appraisement and payment of such damages (if any,) as the petitioners may have sustained in consequence of injuries to their lands occasioned by the erection of said dam; and they have prepared a bill accordingly, and ask leave to introduce the same.

STATE OF NEW-YORK.

No. 299.

IN ASSEMBLY,

March 17, 1835.

REPORT

**Of the committee on Indian affairs, on the petition of
Daniel Fowler.**

Mr. Moseley, from the committee on Indian affairs, to whom was referred the petition of Daniel Fowler, a Stockbridge Indian, for "an act authorizing him to sell his lands in the county of Oneida,"

REPORTED:

The petitioner represents that he is the owner of one hundred acres of land on Stockbridge east hill, in the county of Oneida: that he has made valuable improvements thereon, and is now desirous of selling the same: that he has a family of children now coming to maturity, and is unable to make suitable provision for their settlement in life, unless he can dispose of his lands: that he is anxious to remove with his family to the territory of Michigan, or the State of Illinois, and to invest the proceeds of his property in the cheaper lands of that country, expecting thereby to provide a comfortable settlement for all of his children.

He therefore prays for the authority and consent of the Legislature to enable him to sell and convey all or any part of his lands in this State.

It is further represented, by a certificate signed by the superintendents of the Stockbridge and Brothertown Indians, and by other respectable citizens of that vicinity, that they have severally been acquainted with the petitioner for many years: that he

is industrious, and if authorized to sell his lands they have full confidence he will make good use of the money, and that it will prove beneficial to him and to his family.

This representation is corroborated by one of the members of this House, who has assured your committee that the petitioner is well known to him: that he is an intelligent man, of good moral habits, well acquainted with the value of his property, and provident of the same.

On searching the records in the office of the Secretary of State, your committee find that in a treaty made on the 16th September, 1823, between the Governor of this State and the chiefs and warriors of the Stockbridge Indians, for the purchase and sale of certain lands in the counties of Oneida and Madison, (among other things,) it was agreed that letters patent should be issued by the people of the State, granting to Daniel Fowler, an Indian belonging to said tribe, a lot of one hundred acres, set apart for him by the Indians. And said Indians did, in and by said treaty, grant and release unto the people of this State all their right and claim to said premises.

By act of the Legislature, passed 21st February, 1824, the treaty above referred to was confirmed, and the Commissioners of the Land-Office were directed to issue letters patent according to said treaty, to Daniel Fowler, for the lands reserved to him. On 23d February, 1824, letters patent were issued to Daniel Fowler, for one hundred acres of land, being parts of lots 18 and 20 of the mile tract, in New-Stockbridge, (as appears by the record thereof in the office of the Secretary of State.)

Your committee being satisfied that the petitioner is the lawful owner of said premises; and believing it a discreet exercise of the "guardianship" over the Indians, vested by law in the Legislature, that they should authorize the petitioner to sell and convey the same, they have directed their chairman to introduce a bill for that purpose.

STATE OF NEW-YORK.

No. 300.

IN ASSEMBLY,

March 14, 1835.

REPORT

Of the committee on the petitions of aliens, on the petition of Samuel King.

Mr. Philo, from the committee on the petitions of aliens, on the petition of Samuel King,

REPORTED:

That the petitioner represents that he emigrated from Ireland, one of the United Kingdoms of Great Britain, and purchased real estate in the town of Sterling, in the county of Cayuga, where he now resides: that he is a member of the reformed presbyterian church: that according to the rules of said church it was made a term of communion that none of its members are allowed to swear that he will support the Constitution of the United States, for the reason that some of the States are allowed to hold coloured people as slaves; therefore, from scruples of conscience he can not become naturalized. And having understood the Constitution has provided that all persons in their religious devotions may enjoy a liberty of conscience in their rules of worship: also, that some sects of christians are exempt from military duty, in consequence of their religious scruples of conscience. The petitioner therefore prays that a law may be passed authorizing him to purchase and hold real estate by conveyance and descent, the same as if he was a natural born citizen of the United States.

Your committee have taken into consideration the reasons in said petition given, and have come to the conclusion, (unanimously,) that the prayer of the petitioner be denied.

STATE OF NEW-YORK.

No. 301.

IN ASSEMBLY,

March 17, 1835.

REPORT

Of the committee on Indian affairs, on the petition of the Brothertown Indians, relative to an amendment of the law in relation to said Indians.

Mr. Moseley, from the committee on Indian affairs, to whom was referred the petitions of the Brothertown Indians for sundry amendments of the law in relation to said Indians,

REPORTED:

That a petition purporting to have emanated from the Brothertown Indians in town meeting assembled, and to be signed by the peace-makers of said tribe, represents, that by reason of the migration of most of the tribe to Green Bay, and the increased travel across the Indian lands, the remnant of their people remaining in Brothertown are unable to keep the highways in repair: They therefore pray, that the authority of the commissioners of highways for the towns of Kirkland and Marshall, in the county of Oneida, may be extended to the Indian lands lying in said towns respectively, and that the residents on those lands may be required to perform highway labor on the same, in like manner as the inhabitants of other parts of said towns.

They likewise pray that the authority given by statute to the superintendents of the Brothertown Indians, to license inns and groceries, be repealed, and that the boards of excise for the towns

[Assem. No. 301.]

of Kirkland and Marshall be empowered to grant licenses for such parts of said territory as lie within their respective towns.

They also represent, that the migration of the principal part of their tribe has proportionably diminished the services of the attorney for the Brothertown Indians: They therefore ask for the repeal of the law authorizing the appointment of that officer by the Governor of the State, and that the superintendents of the Indians may be empowered, with their consent, to employ an attorney, to be paid by them a reasonable compensation for his services.

Your committee find that the act entitled "An act relative to the different tribes and nations of Indians within this State," passed April 10, 1818, prescribes that "the keepers of the peace shall be commissioners of the highways in Brothertown," and they are required by said act "to cause the highways to be repaired, and to warn the inhabitants to work thereon whenever it shall be necessary, and to superintend and direct the same."

Your committee are wholly unadvised, from any other source that the petition referred to them, of the necessity or propriety of the proposed alteration of this statute; and as the inhabitants of the towns of Kirkland and Marshall have not united in the application to embrace the Indian lands in the road districts of said towns, the committee do not feel warranted to recommend a law to that effect.

The act above cited imposes a penalty upon any person who shall sell or dispose of any spirituous liquors in Brothertown, without a license under the hands and seals of three of the superintendents. No facts or reasons are stated in the petition, and none occur to the committee, for the proposed transfer of the power to grant such licenses.

An act of the Legislature passed 13th April, 1829, prescribes that "the person administering the government of this State shall nominate, and with the consent of the Senate, appoint, an attorney for the Stockbridge and Brothertown tribes of Indians, to hold his office for the period of two years, and until another person shall be appointed." It appears reasonable to the committee, that the choice of the attorney for the Indians and the amount of his compensation should be confided to the superintendents, but they do not feel at liberty to recommend any amendment of the

statutes referred to without more satisfactory evidence of the propriety of such amendment. With these views they submit the following resolution:

Resolved, That the committee on Indian affairs be discharged from the further consideration of the petition of the Brothertown Indians.

STATE OF NEW-YORK.

No. 302.

IN ASSEMBLY,

March 20, 1835.

REPORT

Of the committee on the memorial of the Central Asylum for the instruction of the Deaf and Dumb.

Mr. Thorn, from the committee to whom was referred the memorial of the Central Asylum for the instruction of the deaf and dumb, having had the same under consideration, together with the report of the Superintendent of Common Schools on the education of the deaf and dumb,

REPORTED:

That institution was established in the year 1823, when the Legislature granted \$1,000, of which sum \$700 was for the support of indigent deaf and dumb pupils, and the remaining \$300 towards erecting a building for a school room: that a building was erected by the help of this, but chiefly by private donations, and a school commenced therein: that in 1825, the institution being in debt for arrears due their teachers, and some for the building, the Legislature then granted them \$800 to liquidate these debts, and gave them leave to take two pupils from each senatorial district, at the rate of \$80 per year for board and tuition, and in the year 1830 increased the number to three from each district, at the same rate, which act will expire on the 1st day of May, 1836, when there is no provision for the support of any pupils there at the public expense, and the result will be that unless something be done many of those pupils will be sent home to their parents, without sufficient instruction to be of any benefit to themselves or to community: that since the establishment of the institution there have

been about 100 who have received more or less instruction there, some of whom are now useful members of society: and it appears from the report of the Superintendent of Common Schools that their funds have been economically applied, and all has been done that their limited means would allow.

The Superintendent, in his report, gives it as his opinion that the institution had better be discontinued, and among his reasons one is, that it is situated in a retired situation, surrounded with few objects, except those of an agricultural nature, and as the deaf mutes are taught through the medium of the sight, the more objects that can be presented to them the better.

We consider the objects which are presented to the pupils at this institution to be peculiarly appropriate to those who are placed there, as they are generally the children of persons who follow agriculture for a livelihood, and would wish to have their children pursue the same; although there may not be so great a variety of objects presented to the deaf mute, yet the examples which they behold are not so immoral as in the vicinity of a large city, and the pupils are less liable to be contaminated in their intercourse with the society around them.

It is also true that the New-York institution possesses advantages, from the large number of pupils and instructors at present; but were this one liberally endowed, we think there are a sufficient number of deaf mutes of a proper age in the State to support both institutions well, and the western part of the State should be equally accommodated with the eastern, which they would not be, were the two institutions merged in one; and we are decidedly of opinion, instead of merging the two institutions in one, the Central Asylum ought, at some suitable time, to be removed and located in the seventh Senate district.

We think there should be two institutions sustained in the State, and think it can be done without impairing the high standing of the one in New-York, while the other may present advantages which that does not possess, in the country location, in the associations consequent upon that location, in the diminished expense, and in the facility of reaching it afforded to the people of the western section in particular, while it may possess equal means of communicating instruction to the pupils in school.

We would, therefore, recommend that the Central Asylum be continued; and that the number of pupils be increased by an addition of three from each senatorial district, the whole to remain there for five years; and to allow the directors of the said institution to consent to its removal to any central place west of it, where there shall be buildings, land, &c. given for its benefit, whenever the same may be completed for the reception of the pupils.

And the committee would further report that, agreeable to the recommendation of the Secretary of State, they would recommend an amendment to the act *authorizing* the supervisors of the several counties to send a certain number of indigent deaf and dumb persons, at the expense of the counties, to the New-York institution, and make it *imperative* upon them to send such persons to either institution, when proper application should be made to them; and have instructed their chairman to present a bill in accordance with *this* report.

STATE OF NEW-YORK.

No. 304.

IN ASSEMBLY,

February 16, 1835.

ANNUAL REPORT

Of the New-York Chemical Manufacturing Company.

CHEMICAL BANK,
New-York, Feb. 11, 1835. }

HON. CHARLES HUMPHREY, Esq.

DEAR SIR—I enclose the annual report of this bank and of the Chemical Factory, which you will please to lay before the House.

I am very respectfully,

Your ob't serv't,

ARCH. CRAIG, *Cashier.*

Statement of the New-York Chemical Manufactory, from 1st Feb. 1834, to 2d Feb. 1835.

| | |
|--|--------------------|
| To stock purchased during the past year, | \$39,910 68 |
| To repairs of factory, wages of men employed, and incidental expenses, | 20,046 74 |
| | <hr/> |
| | \$59,957 37 |
| | <hr/> |

Balances.

| | |
|---------------------------------|-----------------|
| Chemical manufactory,..... | \$100,000 00 |
| Stock as per inventory,..... | 34,331 69 |
| | <hr/> |
| | \$134,331 69 |
| Due factory to bank, | \$59,787 94 |
| Less debts due to factory,..... | 25,656 87 |
| | <hr/> |
| | 34,131 07 |
| | <hr/> |
| | \$100,200 62 |
| Deduct amount of factory,..... | 100,000 00 |
| | <hr/> |
| | \$200 62 |
| | <hr/> |
| | <hr/> |

*Statement of the Funds and property of the New-York Chemical
Manufacturing Company, Feb. 2d, 1835.*

| | |
|---|-----------------------|
| Chemical manufactory, | \$100,000 00 |
| Due from factory, | 59,787 94 |
| Bills discounted, | 858,547 32 |
| Bonds receivable and loans on demand, | 5,818 50 |
| Notes of city banks, | 68,693 49 |
| Due from city banks, | 92,975 27 |
| Due from country banks, | 10,008 43 |
| Banking-house, &c. | 1,600 00 |
| Specie, | 50,020 71 |
| | <hr/> |
| | \$1,247,451 66 |
| | <hr/> |

| | |
|-----------------------------|-----------------------|
| Capital stock, | \$500,000 00 |
| Bills in circulation, | 206,381 00 |
| Due to city banks, | 67,318 41 |
| Due to country banks, | 8,264 12 |
| Dividends unpaid, | 18,197 32 |
| Profit and loss, | 22,848 94 |
| Individual deposits, | 429,441 87 |
| | <hr/> |
| | \$1,247,451 66 |
| | <hr/> |

JOHN MASON, *President.*
ARCH. CRAIG, *Cashier.*

STATE OF NEW-YORK.

No. 305.

IN ASSEMBLY,

March 19, 1835.

REPORT

Of the select committee on the petition of Richard Udall.

Mr. Jackson, from the select committee to which was referred the petition of Richard Udall, asking for permission to erect a dock adjacent to his land in the town of North Hempstead, Queens county,

REPORTED:

The petitioner represents, that he is a freeholder and inhabitant of the said town of North Hempstead, and resides adjoining the waters of the East River and the bays indenting the north side of Long-Island. That since the wide extension of steam navigation, his residence is constantly passed in open view by the numerous boats employed in running between New-York and the eastern States.

The petitioner further represents, that he has no dock or other convenient stopping place for taking off or landing passengers from the various boats daily sailing within sight from his farm and dwelling-house, and finding himself and the people of his vicinity deprived of many valuable privileges and advantages, for the want of a good dock and landing place to afford and furnish to them, who are chiefly engaged in the pursuits of agriculture, with such facilities of intercourse as is desirable and profitable to be held with an extensive and rapidly increasing market at the city of New-York.

The committee are of the opinion that the dock which the petitioner is desirous of obtaining the right to make, will be of great public benefit, as well as advantage to himself, and have instructed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 306.

IN ASSEMBLY,

March 23, 1836.

REPORT

**Of John Walworth, Register in Chancery, in answer
to a resolution of the 10th February.**

*Office of Assistant Register in Chancery, }
March 17th, 1835.*

**TO THE ASSEMBLY OF THE STATE OF NEW-
YORK.**

In pursuance of resolutions passed by the Assembly, requiring the assistant register in Chancery, and others, to report the amounts of all sums of money received and charged by them, for their official services, between the 1st day of Jan., 1834, and the 1st day of January, 1835; and also, the amount of all expenses incurred by them in the discharge of their official duties, for clerk hire, stationary, &c., during the period above stated, the assistant register in chancery,

RESPECTFULLY REPORTS:

That there was charged in bills rendered during the year 1834, the sum of two thousand five hundred eighty-nine dollars and ninety-two cents, which amount has been collected; that during the same period, there was charged in bills, the sum of one thousand and ten dollars sixty-four cents, which remains uncollected. The amount of cash which was received during the said year, and for which no bills were rendered, is one thousand eight hundred and thirty-three dollars and forty-two cents. The amount charged on the journals and ledgers of the court, is two thousand four hundred thirty-one dollars and forty-eight cents.

[Assem. No. 306.]

And I do further report, that I paid and expended the following sums of money, viz: To Hiram Walworth, deputy assistant register, the sum of one thousand five hundred dollars, who was employed from the 1st day of January, 1834, to the 1st day of January, 1835; to George S. Marschalk, chief clerk, for the same time, one thousand dollars; to Garrit D. Bevoise, clerk, for the same time, seven hundred sixty-two dollars and sixty-three cents; to Franklin Cisco, clerk, for the same time, six hundred seventy-five dollars thirty-seven cents; to John J. Divsey, clerk, for the same time, four hundred and twenty-six dollars thirty-one cents; to D. Higby, porter, one year's salary, thirty-six dollars; to sundry persons for stationary furnished during the same time, two hundred thirty-one dollars and six cents; to the postmaster, for postage on letters, &c., sixty dollars; to sundry persons employed at different periods during the year, in copying, examining, &c., including amounts paid for fuel and contingent office expenses, two hundred and eighty dollars and forty-five cents; to John D. Kirk, sergeant-at-arms, being the amount charged or collected for him during the same time, one hundred and eighty dollars sixty-two cents.

Respectfully submitted.

JOHN WALWORTH,
Assistant Register.

STATE OF NEW-YORK.

No. 307.

IN ASSEMBLY,

March 21, 1835.

REPORT

**Of the committee on claims, on the petition of E.
Smith Sweet.**

Mr. M. H. Sibley, from the committee on claims, to whom was referred the petition of E. Smith Sweet, for the payment of his counsel fees and disbursements in two suits prosecuted by the State for recovering possession of its lands,

REPORTED:

That the facts and circumstances upon which this claim is founded are fully set forth in the report made by the Attorney-General to this House, on the 7th inst. (See Assembly Doc. 262,) to which the committee beg leave to refer.

Those facts satisfy your committee that the petitioner has a just claim upon the State for one hundred seven dollars and twelve cents: and have instructed their chairman to prepare, and ask leave to introduce a bill for the payment of it.

STATE OF NEW-YORK.

No. 308.

IN ASSEMBLY,

March 18, 1835.

REPORT

Of the select committee on the petition of Joseph B. Cheesman.

Mr. Jackson, from the select committee to which was referred the petition of Joseph B. Cheesman, for the passage of a law authorizing him to erect a dock adjacent to his land in the town of North Hempstead, Queens county,

REPORTED:

The petitioner represents, that he resides at Hempstead Harbor, in the vicinity of its navigable waters, and has long been accustomed to frequent intercourse with the markets of New-York by means of sloops and other sail boats. That the introduction of steam-boats has changed the mode of conveyance to and from the city; and they have taken the place of such vessels as were formerly used and laid upon the beach to load and unload during the absence of the tide.

The petitioner further represents, that his interest and convenience would now be greatly advanced by the building of a dock, and the employment of steam instead of sail boats for the purpose of carrying passengers and freight to and from the city of New-York.

Your committee are satisfied that the site chosen for this dock is on the margin of an extensive bay, where a dock can never impede the navigation or interfere with the rights of any other person; they are therefore of the opinion that the prayer of the petitioner ought to be granted, and ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 309.

IN ASSEMBLY,

March 23, 1835.

REPORT

Of J. L. Woods, clerk of the court of chancery of the sixth circuit, in obedience to a resolution of the House of the 10th instant.

To the Speaker of the Assembly.

SIR,

I have the honor to transmit herewith a report in answer to the resolution of the House of the 10th instant.

I am sir,

Your humble servant,

J. L. WOODS.

Cortland Village, Feb'y 24, 1835.

REPORT, &c.

To the Honorable the Assembly of the State of New-York.

In obedience to the resolution of the 10th day of February, instant, requiring the register and assistant register in chancery, the clerks of the court of chancery, and the clerks of the supreme court, severally, to report to the House on or before the first day of March next, a full and accurate account of all the sums of money received and charged by them respectively, for their official services between the first day of January, 1834, and the first day of January, 1835, including therein as well sums due to them for such services as sums actually received; and also to report,

at the same time, the amount of all the expenses incurred by them in the discharge of their official duties, respectively, between the days before mentioned, specifying the amount paid for office rent, if any, the amount paid for clerk hire, and the names of the deputies and clerks employed by them, respectively, and the length of time for which each person was employed, and the amount paid for stationary, the undersigned, clerk of the court of chancery for the sixth circuit,

RESPECTFULLY REPORTS:

That since the receipt by him of a copy of the said resolution, he has made a careful examination and estimate of all the sums of money received and charged by him for his official services between the first day of January, 1834, and the first day of January, 1835, including as well sums due to him for such services as sums actually received, and that the same amounts to the sum of \$487.56.

That the amount of the expenses incurred by him in the discharge of his official duties, during the time aforesaid, is \$240.27, including \$40 paid for office rent, and \$112.27 paid to J. De Puy Freer, esq. for his services as deputy clerk, and as nearly as he can estimate the same, \$18 for stationary. That Mr. Freer has been employed in the business during the time aforesaid.

All which is respectfully submitted.

JONATHAN L. WOODS.

Cortland Village, Feb'y 24, 1835.

STATE OF NEW-YORK.

No. 310.

IN ASSEMBLY,

March 23, 1835.

REPORT

Of W. P. Hallett, clerk of the supreme court in the
city of New-York.

SUPREME COURT CLERK'S OFFICE, }
New-York, Feb'y 23, 1835. }

In obedience to a resolution of the Honorable the Assembly, I
have the honor to transmit the following statement of receipts,
charges, expenses and disbursements, as clerk of the supreme
court in the city of New-York, from the first day of January,
1834, to the first day of January, 1835.

| | |
|--|------------|
| Whole amount received and charged, | \$5,552 68 |
| Amount due and charged, | 1,771 42 |

Whole amount received,

Expenses.

Clerk hire, (employed throughout the year,) Mr. Fair-
lie, deputy, \$600; Mr. Evans, assistant, \$420; Mr.
Montgomery, assistant, \$500; office hire, none;
sweeping and cleaning office, &c., \$50; case for
writs, \$70; stationary, books, and coal, \$192; extra
writing by various persons employed out of the of-
fice, \$200: Amounting to.....

2,032 00

Nett amount received,

With great respect, your ob't serv't,

W. P. HALLETT.

To the Hon. CHARLES HUMPHREY,

Speaker of the Assembly.

[Assem. No. 310.

STATE OF NEW-YORK.

No. 311.

IN ASSEMBLY,

March 23, 1835.

REPORT

**Of N. Williams, clerk of the supreme court, Geneva,
in answer to a resolution of the Assembly of 10th
February.**

**CLERK'S OFFICE, GENEVA, }
February 19th, 1835. }**

**TO THE HONORABLE THE ASSEMBLY OF NEW-
YORK:**

The undersigned, clerk of the supreme court at Geneva,

RESPECTFULLY REPORTS:

**That the amount charged by him for official services from the
time of his appointment, in May last, until the first day of Janua-
ry last, and amount of sums received during said time for such
services, are as follows:**

| | |
|--|-------------------|
| For sums charged, | \$4,154 63 |
| Sums received in said time, | 51 86 |
| | <hr/> |
| | \$4,206 49 |
| | <hr/> |

**That the amount of expenses incurred by him during said time,
in the discharge of his official duties, as nearly as he can ascer-
tain, is as follows:**

| | |
|--|----------|
| Paid J. A. Coffin, esq. deputy clerk, | \$308 25 |
| " J. A. Millard, a clerk, | 68 00 |
| " E. A. Stansberry, " | 32 00 |
| " A number of others who were employed during a press of business in term time, | 137 04 |
| " for fuel for office, | 20 00 |
| " contingent expenses, for shelves, for papers filed, for cleaning, &c., | 10 00 |
| " stationary, | 58 00 |
| A number of necessary articles for the office, left by the late clerk, such as desks, tables, chairs, &c., the am't to be settled, say | 75 00 |
| | <hr/> |
| | \$708 29 |
| | <hr/> |

In making this report, the undersigned would take the liberty to state, that the fees of this office have very much increased during the last year, from what they were in former years, as he is informed by his deputy, who has been in the office a number of years. The pecuniary difficulties which were the cause of the increase, have already ceased to influence the business of the office in a great measure; and there is reason to believe that it will be a long time before a similar state of things will occur.

It ought also to be stated, that many of the accounts are small in amount, against attorneys scattered over a large extent of country. And although these accounts amount in the aggregate to a considerable sum, they will not justify the expense of an agent to collect them.

The undersigned would further state, that the accounts of his predecessor are in the hands of an agent at a distance, and regrets that he cannot, on that account, exhibit a statement of the amount of fees and expenses previous to his coming into the office; but he has not the least doubt, from the inspection of documents in the office, that the information derived from his deputy is correct.

Respectfully submitted.

N. WILLIAMS.

No. 311.]

3

The Hon. CHARLES HUMPHREY,

Speaker, &c.

The foregoing report, made in pursuance of a resolution of the
Assembly, you will be kind enough to present,

And oblige your friend,

And very humble serv't,

N. WILLIAMS.

Geneva, February 20th, 1835.

STATE OF NEW-YORK.

No. 312.

IN ASSEMBLY,

March 23, 1835.

REPORT

**Of J. H. Hubbard, clerk of the supreme court in the
city of Utica.**

**To the Hon. CHARLES HUMPHREY,
*Speaker of the Assembly.***

SIR,

In obedience to a resolution of the honorable the Assembly
passed the 10th day of February, 1835, I have the honor to

REPORT:

That the whole amount of moneys received and charged for
my official services between the first day of January, 1834, and
the first day of January, 1835, is as follows:

Total amount of fees charged, including fees paid for as they
accrued, and which were not actually made matter of account,
\$6,129.11. Of which sum I received, during the period aforesaid,
in all, \$1,229.04.

The following statement will exhibit the amount of office ex-
penses during the year 1834, as near as I can ascertain the same,
viz:

| | |
|--------------------------------|------------|
| For clerk hire,..... | \$343 91 |
| Stationary,..... | 119 75 |
| Other incidental expenses,.... | 165 40 |
| | <hr/> |
| | \$1,129 06 |

At the commencement of the year 1834, the following gentlemen were in my office on salaries, viz: J. Gregory Curtis, deputy clerk, at a salary of \$350, and Abel M. Niles and Hans Crocker, at a salary of \$200 each per annum. A. M. Niles left the office on the 27th day of September, 1834, severely indisposed, and shortly after deceased; when John Dorr took his place, temporarily, at a per diem allowance of one dollar, and on the 3d November, 1834, commenced a regular clerkship at a salary of \$250 per annum. Hans Crocker left the office on the 23d June, 1834.

By their contracts my clerks were obligated to labor only during office hours; for all extra services I allowed and paid them by the folio for writing, and at the rate of one dollar for every six hours devoted to various other official services required of them. During the period aforesaid I was also frequently obliged to employ other young men in the business of the office, by the day: The amount thus paid for extra services, and included in the above sum of \$843.91, is \$209.19; the residue, viz: \$634.72, having been paid as salary. I have been at no expense for office rent.

Before closing this statement, I feel constrained to remark, that the amount of charges does not afford a just criterion by which to estimate the value of the office. Owing to the large number of small accounts and their dispersed situation, to deaths and removals, a great proportion of them can never be presented for payment; and from past experience, I feel warranted in saying, that a very considerable portion of the balance, after deducting expenses, will never be available to the office.

I have the honor to be,

With great respect,

Sir, your most ob't serv't,

J. H. HUBBARD.

SUPREME COURT CLERK'S OFFICE, }
Utica, February 28, 1835. }

STATE OF NEW-YORK.

No. 314.

IN ASSEMBLY,

March 23, 1835.

REPORT

**Of James Porter, Register in Chancery, in answer to
a resolution of the Assembly of the 10th February.**

REGISTER'S OFFICE, }
Albany, March 19th, 1835. }

To the Honorable CHARLES HUMPHREY,
Speaker of the Assembly.

SIR—

In answer to a resolution of the Assembly of the 10th of February last, I have the honor respectfully to state, that not having kept an account, either of the receipts or disbursements of my office, during the past year, it is impossible for me to comply, literally, with the terms of that resolution, which calls for an accurate account of all the sums of money received and charged by me, as Register of the Court of Chancery, for official services, between the first day of January, 1834, and the first day of January, 1835; and also of all expenses incurred during that time, in the discharge of my official duties.

I have however, with the assistance of my deputy and clerks, examined into the business of the office for the last year, and made as accurate an estimate of the fees secured to the register upon that amount of business, by the Revised Statutes, as it is in my power to do, under existing circumstances, and find the same to amount, as nearly as I can now judge, to about, \$4,484 00

Carried forward, \$4,484 00

Brought forward,..... .. \$4,484 00

The expenses incurred during the same period in the discharge of my official duties, as nearly as I can now estimate them, are as follows:

| | |
|--|------------------|
| For clerk hire in the office, about..... | \$1,464 00 |
| For writing done by scriveners out of the of- | |
| about | 75 00 |
| Books and stationary, about | 150 00 |
| For fuel and light, about..... | 50 00 |
| Writing desk, | 25 00 |
| | <hr/> 1,764 00 |
| Balance of receipts and charges, deducting disburse- | |
| ments, | <hr/> \$2,720 00 |

By far the largest portion of this balance is still unpaid, and is due from solicitors scattered over every part of the State, in sums from a fraction of a dollar upwards; and judging from past experience, I shall consider myself unusually fortunate, if, after deducting losses and the expenses of collecting, I ever realize two-thirds of the amount.

Those who are not aware that the fees of the register, assistant register and clerks of the court of chancery were reduced by the Revised Statutes much more than those of any other officer of the court, and who are not also aware of the fact that a still greater reduction has been made in the emoluments of the register's office by the distribution of the business of the court among the eight vice-chancellors of this State, have doubtless supposed that office to be much more lucrative than it now is, or has been at any time since the adoption of those statutes.

As, however, I am now required, by a resolution of the Assembly, to keep an accurate account of my receipts, charges and disbursements, for the remainder of the current year, and report the same to the next Legislature; and as that report, which will be based upon facts, and not upon estimates, will, when made, show the true state of the emoluments of the office, I will not now trouble the Assembly with any further remarks, as to the effects of the Revised Statutes upon the proceedings of the court of chancery, except to refer the members of that honorable body to a report made by a committee of the Assembly upon that subject, in April,

1832. That report will be found in vol. 4 of Assembly Documents, No. 309.

The names of the clerks employed in my office, and the length of time each has served, during the past year, are as follows, to wit:

Jacob Sternbergh, nine months and a half, as deputy.

Jacob Sharp, twelve months, as clerk.

James Kelley, between five and six months, as clerk.

A. C. Southwick, nine months, do

Edward J. Denniston, between five and six months, do

Stephen Fonday, about three months, do

I am, with great respect, &c.

Your ob't serv't,

JAS. PORTER.

STATE OF NEW-YORK.

No. 315.

IN ASSEMBLY,

March 23, 1835.

REPORT

**Of John Keyes Paige, Clerk of the Supreme Court,
in answer to a resolution of the Assembly of 10th
February.**

**SUPREME COURT CLERK'S OFFICE, }
Albany, March 19th, 1835. }**

TO THE HONORABLE THE ASSEMBLY.

The undersigned, one of the clerks of the supreme court, in compliance with a resolution of the Assembly, passed 10th February last,

REPORTS:

That from the 1st day of January, 1834, to the 1st day of January, 1835, the amount charged for official services, was \$5,390 85
Of which sum there was paid during the year,..... 554 45

Balance remaining charged,.... \$4,836 40

Cash received during the same period for incidental services not charged, \$1,157 23

Cash received in payment of charges as above,..... 554 45

Total cash received,..... \$1,711 68

Carried forward,.... \$1,711 68

[Assem. No. 315.]

Brought forward,.... \$1,711 68

EXPENSES.

| | | |
|--|------------|-----------------------|
| Clerk hire, | \$1,040 00 | |
| Stationary, binding, &c.,..... | 196 36½ | |
| Expenses, incidental, fuel, &c., | 262 20½ | |
| | <hr/> | 1,498 57 |
| Cash balance | | <hr/> <u>\$213 11</u> |

Names of deputy and stated clerks: Philip Wendell, deputy, Joseph Strong, clerk, James J. Wynkoop, do, and Walter Strong.

The inference to be drawn from the fact, that the amount charged, is distributed in 1,672 distinct accounts, against persons residing in every county of the State, will be apparent.

Respectfully submitted.

JNO. KEYES PAIGE

STATE OF NEW-YORK.

No. 316.

IN ASSEMBLY,

March 21, 1835.

REPORT

Of the select committee on the petition of the grand jury of the county of Albany.

Mr. Livingston, from the select committee to which was referred the petition of the grand jury of the county of Albany,

REPORTED:

That the petitioners state that they are satisfied, from facts proved before them, that the general interest of the county would be promoted by the repeal of "An act authorizing the appointment of a justice of the peace for the fifth ward of the city of Albany," passed April 5th, 1828. Independent of the officer authorized to be appointed by the act mentioned, the petition states that there are sufficient tribunals for the administration of justice in the city of Albany.

Your committee believe that the prayer of the petition ought to be granted; and they have prepared a bill, which they now ask leave to introduce.

All which is submitted.

STATE OF NEW-YORK.

No. 317.

IN ASSEMBLY,

March 23, 1835.

REPORT

Of the Superintendent of Common Schools, on a resolution of the Assembly relating to the payment of the school bills of indigent persons.

**STATE OF NEW-YORK, }
SECRETARY'S OFFICE.**

Albany, 23d March, 1835.

TO THE ASSEMBLY.

The Superintendent of Common Schools, in obedience to the resolution of the Assembly of the 11th inst., requesting him to report, "during the present session, whether or not, in his opinion, it is advisable so to amend the law relating to common schools as to provide for the payment of the school bills of indigent persons, by a tax on the taxable property in the respective school districts," has the honor to submit the following

REPORT:

The laws regulating the administration of the common school system secure to every child in the State the benefits of instruction. No one can be excluded from the school of the district, within the limits of which he resides, on account of the inability of his parent or guardian to pay for his tuition. It was the intention of the law that all children residing in a district should be allowed to attend the school, whether they were able to pay for tuition or not: and it has been repeatedly decided by the Superin-

tendent of Common Schools that the trustees of school districts have not power to deny to any one, on the ground referred to, the right thus secured to all. So far, therefore, as the privilege of attending the common schools is concerned, nothing remains to be done.

With regard to the children of indigent persons the law is not only ample in its provisions, but it is framed with a delicate regard to the relations which they bear, by means of their association in school, to the children of individuals in better pecuniary circumstances. The trustees of school districts are authorized to exempt from the payment of the teacher's wages such indigent persons within their districts as they may think proper. This exemption, however, is made at the close of the term. Thus the children of all meet on a footing of entire equality in school, nor is it known until the term is at an end, and the teacher is to be paid, who are to be exempt from the payment of his wages. Those who are unable to pay for the tuition of their children, have therefore, every provision made for them which could be desired.

The object of the inquiry contained in the resolution of the Assembly is to ascertain whether, by charging upon property the payment of the school bills of persons thus exempted by the trustees of school districts, an inequality growing out of the existing mode of providing for the payment of those bills may not be corrected. To understand clearly the nature of this inequality it will be necessary to attend to the operation of the law in such cases.

The trustees of school districts, in paying the wages of teachers, are required,

1. To apply the public moneys in their hands, so far as they shall be sufficient for the purpose:
2. To collect the residue, (after exempting indigent persons,) from the persons liable therefor, according to the aggregate number of days during which their children shall have attended school.

The balance of the teacher's wages, therefore, after applying the public money allotted to the term, is paid by such of those who have sent their children to school as are not exempted from such payment on account of their indigence. The exemption of the parent of an indigent child augments the rate of contribution for those who are not exempted. Thus the school bills of indigent

persons may be said to be paid by the persons not so exempted who have sent their children to school, in proportion to the time their children have been instructed, and not in proportion to their pecuniary ability. A man who has merely property enough to deprive him of the benefit of an exemption from the payment of his own school bills contributes just as much as the wealthiest man in the district to pay the school bills of the children of persons so exempted; and if he sent more children to school he would contribute in a greater proportion. Considered with a reference to property alone the rule is unequal, and seems, at first glance, oppressive with regard to that class of persons who are just above the line of exemption. But it is believed that it will appear less so when it is seen under a different view of the subject.

It may not be improper to remark in this place, that as a general rule, the amount of the school bills of indigent persons is not very large in districts in the interior of the State, although there are doubtless exceptions to the observation, in school districts where there are a great number of indigent persons. None will deny that it would be very desirable, if it were practicable, to fix on some standard of contribution on the part of individuals, to the support of the common school system, which should be perfectly just and equal between the contributors. But it is believed that a rule, which would secure such equality, would be extremely difficult, if not impossible to be attained. To found it wholly upon pecuniary ability would not accomplish the object; for, although all are equally interested in the diffusion of intelligence and sound moral principles, a man with several children, and little property, is obviously more directly and deeply concerned in the maintenance of the common school system than a man with more property, who has no children. It is clear, that a man worth a thousand dollars, who sends a child to school, should contribute more to the support of the school than a man of the same property, who sends none. The rule of contribution, to be perfectly just, should be in a compound ratio of the pecuniary ability of the individual, and the benefits to result to him from the contribution; and it is manifest that no rule could, under our system of popular instruction, be so framed as to meet the circumstances of an infinite variety of cases, and adapt itself to each with exact equality. The operation of the system is, from the necessity of the case, unequal. Some districts have few, if any, indigent persons in them, and some have a large number. Some have a taxable property of a

hundred thousand dollars, while others have less than ten thousand; and yet a school is to be maintained in all. These inequalities arise from local or accidental causes, and cannot be remedied.

If it were admitted to be just, that property should be still further taxed for the support of the common school system, the admission would not be conclusive as to the propriety of accomplishing the object in the manner proposed: still, it will not be deemed foreign to the inquiry, to see how far property already contributes to the support of the system.

The Revised Statutes provide that a sum shall be annually raised in each town in the State by an assessment on its taxable property equal in amount to the sum apportioned to the said town from the Common School Fund. The whole amount annually apportioned to the common schools throughout the State from the Common School Fund, is one hundred thousand dollars. The sum of one hundred thousand dollars is, therefore, levied on the taxable property of the State, and added to the amount derived from the Common School Fund, and the aggregate amount of these two sums is appropriated by law to the payment of the wages of teachers. The electors of each town have power (1 vol. Revised Statutes, page 340,) to direct to be raised for the same purpose, a sum equal to the amount required to be raised by law, and this power is constantly exercised in a portion of the towns; so that the sum of two hundred thousand dollars may be raised by a tax on property for the payment of the wages of teachers. In the city of New-York, the whole local contribution to the support of common schools, amounting to about eighty-three thousand dollars, is levied on taxable property.

The whole expense of constructing school-houses, keeping them in repair, and furnishing them with appendages, is paid by the taxable property of the respective districts. The inhabitants of each district are also authorized to vote a tax for supplying the school-houses with fuel, and they do not fail to adopt this mode whenever it is deemed more advantageous than to require those who send children to school, to furnish their proportion in kind. In new counties, where fuel is cheap, it is usually furnished in kind by those who send children to school: in other parts of the State, on the other hand, where fuel is dear, it is usually furnished by a tax on property.

By an estimate contained in the late annual report of the Superintendent of Common Schools, it appears that the expense of the common school system for the year 1833, was about one million two hundred thousand dollars. Of this amount, taxable property paid nearly five-twelfths, and the public funds more than one-twelfth. In this estimate, the expense of repairing school-houses is not included, so that it may be safely said that property and the public funds pay more than half of the whole expenditure for the support of the common schools. Thus it appears, that property is already liberally taxed; and as the contribution is founded on property alone, it is to be viewed without reference to any other benefits than those which are attendant upon an orderly administration of justice, a diffused intelligence, and an elevated tone of public morals. At the point where property ceases to contribute as property, the contributions of those who are immediately benefited by the system commence; and independently of the general benefits referred to, which every citizen is interested in securing, their contributions are in ratio of the direct advantages which they derive from it. They contribute so much for each child who receives instruction, with an exception in favor of those who are unable to pay.

The equity of the principle is so manifest that it can hardly fail to find a place in every system of popular instruction. In Prussia the rule is the same, though the mode and rate of contribution are not precisely similar. Mr. Cousin, in his celebrated report on public instruction in that kingdom, says "The general rate levied on the householders, (taxable inhabitants,) for the support of schools, having no other object than that of facilitating their establishment for the benefit of all, it is just that those who actually profit by these establishments (those who send children to school,) should support them by a special payment" of school money.

It has already been said, that the exemption of an indigent person from the payment of his school bills augments the contributions of those who are not exempted, and thus appears, at first glance, to be very oppressive as to those who have just property enough to exclude them from an exemption from such payment. Such a man, sending four children to school, pays four times as much toward the school bills of indigent persons as a wealthy man with only one child at school. But it is to be considered, that the man who has the greatest number of children to educate, has the

greatest interest in the school, and derives the greatest assistance from the public funds and from taxation upon property. The school-house is provided for him and furnished with fuel and appendages, by property alone; and to pay for the tuition of every child whom he sends to school, he receives annually forty-one cents from property and the public funds.

The subject will be better illustrated by a comparison of the respective advantages derived from the established mode of contribution to the support of the common school system, by two persons, one sending four children to school and having one hundred dollars of taxable property, and another sending one child to school and having one thousand dollars of taxable property; and this is precisely such a case as is best calculated to exhibit the inequality for which the inquiry contained in the resolution is designed to afford a remedy. The latter originally contributes ten times as much as the former to the purchase of a site for the school-house and to the construction of the house, and in the same proportion for keeping the house in repair. Where fuel is provided by a tax, he annually contributes ten times as much towards furnishing it with fuel. He also pays ten times as much of the school tax levied on the town, which is appropriated by law to the payment of teacher's wages. Thus with only one-fourth part of the direct benefit which the other derives from the maintenance of the school, he pays in a very great disproportion towards its support. At the same time, while he receives forty-one cents from the public funds to assist him in paying for the tuition of his child, the man who has one hundred dollars receives one hundred and sixty-four cents to pay for the tuition of his children. The latter, it is true, has three more children to educate, but this inequality cannot be corrected, if it were practicable to correct it on any just principle, without a total reorganization of the established system. The rule, though unequal in reference to property merely, is in no sense unjust; for the increased contribution to the special and single object of supporting the teacher results from the greater direct benefit derived from his support.

It has been frequently suggested that the school bills of indigent persons in each district should be paid out of the public money apportioned to it, and that the residue of the public money should then be appropriated to the common benefit of those who send children to school. The equity of this proposition can hardly be

disputed; and it is precisely the mode in which the school bills of such persons are now paid; although the particular manner of paying the compensation of the teacher is such that its operation is not, at first glance, distinctly seen.

The existing mode of providing for the payment of the school bills of indigent persons is, therefore, merely a diminution of the amount of assistance, which those who send children to school, and who are not exempt from the payment of teachers' wages, derive from property and the public funds in paying their own school bills. The truth of this position will be clearly seen by the following statement: A teacher has forty dollars due him for tuition for thirty children; there are ten dollars of public money, which being paid to him, the balance of his wages is thirty dollars. The parents of five children are exempted from contributing to the payment of this balance on account of their indigence. The parents of the remaining twenty-five children, therefore, pay the thirty dollars, or one dollar and twenty cents for each. But suppose the tuition of the five indigent pupils is first paid out of the public money. Their proportion of the thirty dollars due to the teacher, besides the public money, amounts to five dollars; which being paid to him out of the public money, reduces the balance of his wages to thirty-five dollars and the public money to five. The five dollars (the balance of the public money,) is now paid to him, and the residue of his wages (thirty dollars,) being assessed on the parents of the remaining twenty-five children, amounts to one dollar and twenty cents for each, as before. Thus the public money in fact pays the tuition of indigent children; and the amount of pecuniary assistance, which every other child attending school receives from the public funds, will depend on the accidental circumstance of the number of indigent persons in the district to be assisted.

The time is not far distant when some addition to the amount contributed by property and the public funds for the payment of teacher's wages will become necessary, in order that the rate of contribution may not fall far behind the rate of increase in the number of children. This object may be accomplished by augmenting the productive capital of the Common School Fund or the amount required to be raised by tax on each town for the support of the schools within it. But if the property of each school district should, in addition to the taxes now levied on it for the sup-

port of the school, be taxed to an amount equal to the total amount of the tuition of indigent pupils, there would be cause for apprehension that the class of exempts would be much more numerous, and that in some cases the rule would operate more severely than the one now in force. The first of the evils referred to would be much more serious than the last. It is, for many reasons, desirable, after the public money has been appropriated to the payment of the teacher's wages, that every pupil should pay his just proportion of the balance. The greater the number of the exemptions the greater is the danger that the schools will acquire the character of charity-schools, and by detaching from them many who would otherwise contribute to the compensation of the teachers, render the contributions of those who are able to pay for tuition heavier than they are now.

In counties where population is not yet dense, and settlement is comparatively recent, there would, perhaps, be no objection, so far as relates to the management of the affairs of school districts by the trustees, to a provision framed in conformity to the inquiry contained in the resolution. But in older counties there would be reason to apprehend that such a provision might be abused. It frequently happens in these counties that the affairs of school districts are controlled by those who are possessed of a small portion only of the taxable property. The law is highly liberal in relation to the qualifications of voters at school district meetings: any man who is assessed to work on the highway may vote for district officers, as well as for the imposition of a tax on the property of the district, for any of the objects authorized by law. If the provision referred to were to be adopted by the Legislature, the right to determine the extent of the exemption from the payment of teacher's wages would reside with officers appointed by those who are interested in making it as extensive as possible. The exemption of an individual is a matter resting wholly in the discretion of the trustees, and it is desirable that they should have no motive to extend it to any who are not clearly proper subjects for its application. Their interest now is to exempt as few individuals as possible, so that the general contribution may be as light as possible. Their interest in the case supposed would be to exempt the greatest possible number, and thus cast the principal part of the burden of supporting the teacher on the property of the district. The effect of the present plan is to produce a vigilant attention to the affairs of the district among the inhabitants; and no

one is likely to be exempt from the payment of the teacher's wages, unless the justice of the exemption is undeniable. If the school bills of indigent persons were paid by property, there would be danger that with an increase of the number of exemptions the general interest which is now taken in the concerns of the district by the individuals residing in it would be diminished, and one of the surest preservatives of the character and respectability of the school impaired in force.

The inequality in question is unimportant in comparison with others which exist. Wherever it is felt it grows out of the same local and special causes which are the source of the other inequalities referred to. If property should be further taxed to relieve a particular class from a burden which falls heavily on the individuals belonging to it, why should not a school district having only ten thousand dollars of taxable property be assisted by an adjoining district with a hundred thousand dollars on its assessment roll? The union of public and private interests, in which the common school system is founded, renders it extremely difficult, without taking it wholly under the control of the government and supporting it by a general contribution, to correct the inequalities which are inseparable from the policy of leaving its management with those most deeply interested in sustaining it.

On full consideration the Superintendent is of the opinion that the established mode of providing for the payment of the school bills of indigent persons is less objectionable than the one suggested in the resolution: and he begs leave of the Assembly to add, that no other occurs to him which would be more free from objection.

Respectfully submitted.

JOHN A. DIX.

STATE OF NEW-YORK.

No. 318.

IN ASSEMBLY,

March 24, 1835.

REPORT

**Of the Comptroller on the memorial of the St. Regis
Indians.**

**COMPTROLLER'S OFFICE, }
Albany, March 24, 1835. }**

The Comptroller, to whom was referred by the Assembly, the memorial of the St. Regis Indians, residing within the State of New-York, respectfully submits the following

REPORT:

The memorialists ask, 1st: That the annuity of five hundred and thirty-three dollars, payable by the treaty of 1796, to the Seven Nations of Canada, may, in future, be paid to them in compliance with the terms of the grant and release of such annuity from said Seven Nations, or Caughnawagas, to the memorialists, executed at Plattsburgh, and in conformity to which, such annuity was during many years paid to them, though of late, wrongfully withheld from them, and paid to the Caughnawagas.

2d. The memorialists ask for the payment of all the annuities, at a season of the year more convenient than that now fixed by law and by agreement; and that the law to be passed, shall expressly enact that such annuities shall be paid only to those who are justly entitled to share therein: that is to say, the St. Regis Indians residing within the State of New-York, or within the United States.

2d. The memorialists ask for the repeal of the law relative to electing trustees; and in lieu thereof, they desire that an act may be passed authorizing the Governor to appoint not less than three, nor more than six principal Indians, who shall be called chiefs, and hold their offices during pleasure; a majority of whom shall have power to act for the tribe.

An examination of the several treaties made with the Caughnawaga and St. Regis Indians, from 1796 to the present time, may afford some guide to legislative action on this memorial of a portion of the St. Regis tribe of Indians. The treaty of 1796, under which the annuity of ~~\$533.33~~ is paid to the deputies of the Seven Nations of Canada, is given entire in the document marked A. This is the treaty which a portion of the St. Regis tribe now ask the Legislature to annul, in regard to a portion of one of the contracting parties, not represented at all in this proceeding, in order to give all the advantages secured by it, to another section, represented by those who sign the memorial.

The treaty of 1796, it will be seen, provided for the payment of 1,233 pounds six shillings and eight pence, on the 3d Monday in August, 1797; and provided, also, for the payment, on the 3d Monday in August, yearly, forever thereafter, of an annuity of 213 pounds six shillings and eight pence. These payments were to be made at the mouth of the river Chazy, on Lake Champlain; and it is stipulated that at least five of the principal men of the Seven Nations or tribes, shall attend as deputies to receive and give receipts for the annuity. This treaty was signed by Good Stream and Thomas Williams, two chiefs of the Caughnawagas; and by Col. Lewis Cook, a chief of the St. Regis Indians, and Wm. Gray, who acted as interpreter; and these four persons were treated with as deputies authorized to represent the Seven Nations or tribes of Canada.

In 1816, Thomas Williams, Peter Tarbell and Jacob Francis, "in behalf of the nation or tribe of Indians, known and called the 'St. Regis Indians,'" signed a treaty, by which they ceded to the State a mile square on Salmon river, and five thousand acres of the easterly part of their reservation in Franklin county. In consideration of such release, it was stipulated, on the part of the State, that an annuity of \$1,300 should thereafter be paid to the St. Regis tribe, at French Mills, on the first Tuesday of August, in each year. The St. Regis tribe were to depute three of their

chiefs or principal men to attend at French Mills to receive the annuity and receipt for the same. In this treaty, Thomas Williams is styled one of the "chiefs and warriors of the St. Regis tribe or nation of Indians." In 1796, he signed the treaty made with the Seven Nations of Canada, as belonging to the Caughnawaga tribe.

In the year 1818, Loran Tarbell, Peter Tarbell, Jacob Francis and Thomas Williams, on behalf of the St. Regis Indians, ceded to the State 2,000 acres of the Indian reservation, and the right of making roads, on certain conditions, through the Indian lands; and in consideration of these cessions, it was stipulated that the State should forever thereafter, pay to the said tribe, an annuity of \$200. This annuity, and those stipulated to be paid by former treaties, it was agreed, should thereafter be paid at Plattsburgh, on the first Tuesday of August, in each year.

In the year 1824, a treaty was made with the St. Regis Indians, in which the mile square in Massena, St. Lawrence county, and which was reserved to the Indians by the treaty of 1796, with the mill on Grass river, was ceded to the State. For this cession, the State paid to Thomas Williams, Michel Cook, Lewis Doublehouse and Peter Tarbell, the sum of \$1,920, as the authorized agents and attorneys of the St. Regis tribe. The Rev. Eleazer Williams, the son of Thomas Williams, was present, and witnessed this treaty.

In the same year, the St. Regis Indians ceded to the State, one thousand acres of their reservation, for the sum of \$1,750, paid to the chiefs and trustees, and an annuity, forever, of \$60; the annuity to be paid at Plattsburgh, on the first Tuesday in August, in each year. The deed of cession was signed by Thomas Williams, Michel Cook, Lewis Doublehouse, Peter Tarbell and Charles Cook, and witnessed by the Rev. E. Williams.

In the year 1825, the State purchased of the St. Regis Indians, 840 acres of land on the St. Regis river, and paid them \$2,100 in full, for the same. This agreement was executed by Thomas Williams, Michel Cook, Lewis Doublehouse, Peter Tarbell, Charles Cook, Thomas Tarbell, Michel Tarbell, Louis Tarbell, Bettico Tarbell, James Williams and William L. Gray, as chiefs and trustees of the St. Regis tribe of Indians.

By virtue of a treaty made with the St. Regis Indians, December 14, 1824, and an act of the Legislature, chap. 253 of 1825, certain lands theretofore conveyed to Michael Hogan, were released by the Indians, in consideration of an annuity of 305 dollars. This agreement was signed by Thomas Williams, Michel Cook, Lewis Doublehouse, Peter Tarbell and Charles Cook, as principal chiefs and head men of the St. Regis tribe.

The following is a summary of the yearly annuities secured by the several treaties referred to, and of the several sums actually paid to the St. Regis and Caughnawaga Indians, besides the amount of the annuities, viz:

| | Sum paid on execution of treaty. | Amount of annuity. |
|---|--|-----------------------|
| By treaty of 1796, to the Seven Nations of Canada, | \$3,178 96 | \$533 33 |
| By treaty of 1816, with St. Regis Indians, | | 1,300 00 |
| By treaty of 1818, " " | | 200 00 |
| By treaty of 1824, " " | 1,920 00 | |
| By treaty of 1824, " " | 1,750 00 | 00 00 |
| By treaty of 1824, and act of 1825, | | 305 00 |
| By treaty of 1825, | 2,100 00 | |
| | <hr/> \$8,948 96 | <hr/> \$2,398 33 |

Out of the lands reserved by the Seven Nations of Canada, (represented by the Caughnawaga and St. Regis tribes,) in the treaty of 1796, the St. Regis Indians have secured to themselves, by the several treaties from 1816 to 1825, \$5,770, and annuities to the amount of \$1,865 per annum, forever.

In addition to this, a portion of this tribe now ask the Legislature to pass an act guaranteeing to the memorialists, and those whom they represent, the whole of the annuity of \$533.33; which sum, by the treaty of 1796, was guaranteed to the Caughnawaga and St. Regis tribes together, as the representatives of the Seven Nations of Canada. This annuity, the memorialists allege, was released to them by an instrument executed at Plattsburgh, and recorded in the office of the Secretary of State. The paper marked B, appended to this report, is a copy of the release referred to.

The St. Regis Indians during the last summer, remonstrated against the payment of any part of the annuity of 1796, to the

Caughnawaga tribe. The grounds urged in the memorial to the Legislature, were then presented to the agent for paying the annuities, who wrote to the Comptroller for instructions on this subject. This correspondence is appended, and marked C.

When the case to which this correspondence refers, was presented, the Comptroller examined all the treaties, as well as the document denominated a release from the "Chiefs of the Caughnawaga and Lake of the Two Mountains," and was fully satisfied that justice and good faith required the payment of the annuity of \$533.33, according to the stipulations of the treaty of 1796. The opinion then formed has not been changed by an examination of the papers presented with the memorial.

The pretended release is without consideration, and does not bear upon its face a single mark of authenticity. The release purports to have been executed at Plattsburgh, on the 20th of August, 1804, only eight years after the treaty. This document, however, was not proved and recorded until 1829, when Enoch Chase and Wm. Gray, both of the subscribing witnesses, were dead. If the deputies from Caughnawaga who were at Plattsburgh in 1804, had been disposed to release their share of the annuity of \$533.33, why was not the release executed in presence either of the agent for paying the Indians, or of some magistrate? The son of Wm. Gray swears that the release, including all the signatures except that of Enoch Chase, was in the hand writing of his father, Wm. Gray, who was an interpreter of the St. Regis Indians, and one of the deputies of that tribe in executing the treaty of 1796. Enoch Chase was the keeper of a tavern at Plattsburgh, where the Indians were accustomed to put up.

The St. Regis Indians, as appears by the letter of Capt. Spencer, of the 14th July, (statement C,) allege that this release was executed during the war, and that a few years after the war, through the agency of Peter Saily, of Plattsburgh, a moiety of the annuity was restored to the Caughnawagas, with the express understanding that \$50 of the moiety, should be paid to Thomas Williams, who had left the Caughnawaga tribe during the war, at a great sacrifice, and joined the Americans.

Peter Saily was, for many years, an agent for paying the annuities to the northern Indians; and those who knew the man, need no other voucher than his high character for purity and upright-

ness, to assure them that his interference in this matter, as the agent of the State, was guided by no other motive than a desire to answer the ends of truth and justice.

Wm. L. Gray, in his affidavit, annexed to the release, (B) states that one of the signers of the release informed him at Plattsburgh in 1827, that he gave the release "because during the late war he could not come for the money himself." The release however, is dated in August, 1804, and war was not declared until June, 1812. Another witness to the release expresses his belief that Enoch Chase, the witness referred to, died in 1812.

Mr. Denniston, the Indian agent, states that after the war a delegation from the Caughnawaga tribe visited Albany and claimed their share of the annuity under the treaty of 1793. and Gov. Clinton decided that the annuity must be paid according to the terms of the treaty. A few years after this, the release from the Caughnawagas made its appearance, and in 1829 was acknowledged and recorded.

The release (B) purports to have been executed at Plattsburgh, on the 20th of August, 1804, the very day on which the annuity to the Seven Nations was paid; and the inference would be, that the release in question was executed by the deputies who had been delegated by the Seven Nations of Canada to receive the annuity. On referring to the receipt for the annuity of 1804, it is found to be dated on the same day that the release is dated, (August 20,) but is not signed by either of the persons whose names are affixed to the release. The receipt is signed by Louis Cook, Jacob Gautenty and Sag Thoiennogen; neither of these names is appended to the release B.

The memorialists have presented several documents which show that the British government exclude the American Indians from a participation in the presents distributed by that government; and this is urged as a reason why the State of New-York should withhold the annuity of 1796 from those who are denominated British Indians. Copies of these documents are appended and marked D.

It should be borne in mind that the treaty was originally made with British as well as American Indians, which treaty is in the nature of a contract on the part of the State to pay annually a certain sum of money, in consideration of the relinquishment by

the Seven Nations of Canada of certain lands belonging to them. When the treaty was made, the Caughnawagas were British Indians as much as they now are; the State did not refuse to treat with them and purchase their lands because they resided in Canada; and having made the treaty with them, shall the State now refuse to fulfil it?

If the annuity is to be confiscated, because the Caughnawagas or some of them may have taken up arms against the United States during the late war, then the question would arise, whether the confiscation should be made for the benefit of the State treasury or of the St. Regis tribe: And if the Caughnawagas are to be cut off because some of their warriors aided the enemy, the same rule would deprive the St. Regis Indians of their annuities, since some of their warriors are understood to have joined the British army during the war. It should be recollected, however, that the Caughnawaga Indians did not promise allegiance by the treaty of 1796, nor did they owe allegiance to the United States or this State, when the war of 1812 was declared.

A request is made in the memorial, that the annuity of \$533.33 may hereafter be paid only to such of the St. Regis tribe as reside in this State or the United States. By the treaty of 1796, it was agreed that if the Seven Nations of Canada would relinquish their lands to the people of this State, they should receive forever an annuity of \$533.33. After the Indians, in pursuance of this agreement, have relinquished their lands, and after the State has taken possession of and sold them, can the government of this State refuse to fulfil the stipulations of the treaty, because the Indians do not reside on the American side of the national line?

The St. Regis Indians represent that Thomas Williams left the Caughnawagas during the war, with his family, at a great sacrifice. It is true that he joined the American side during the war, and for doing this his property may have been confiscated. But it will be seen by referring to the treaties, that Thomas Williams, who in 1796 was a Caughnawaga chief, in 1816, had become one of the chiefs and head men of the St. Regis tribe, and assisted in securing to the latter tribe an annuity of \$1,300, for the sale of lands, reserved in the treaty with the Seven Nations of Canada. By joining the St. Regis Indians, and aiding in the subsequent sale, for the sole benefit of this tribe, of the lands reserv-

ed by the treaty of 1796, Williams would of course lose all favor with the tribe to which he originally belonged.

The exclusion of the Caughnawagas from a participation in the annuity secured by the treaty of 1796, is only one of the disturbing questions with which the St. Regis Indians are agitated.—There are two parties in the tribe; one denominated the American and the other the British party; and as they elect trustees under the authority of the laws of this State, (sec. 13, p. 354, 3 R. 8.) the British Indians, it is alleged, join in, and in some cases control these elections.

The strife in relation to the choice of trustees may have been increased and aggravated, from the circumstance that these trustees have been in the habit of issuing due bills, which are circulated and form a kind of paper currency. These due bills are made payable on the first Tuesday in August, succeeding the date thereof; and are based, of course, upon the money in the treasury, and which is payable to the Indians on that day. One of these due bills was sent to the Comptroller in June last; and it was stated that the issue of the bills might lead to frauds upon the Indians, if the practice was sanctioned, and the bills were allowed to be paid at the time and place of paying the annuities. On receiving this information, the Comptroller wrote to the agent for paying the annuities, capt. James B. Spencer, requesting him to inquire into the matter, and report the facts. The correspondence on this subject is annexed to this report, and marked E.

It is not desirable, in the opinion of the Comptroller, to change the mode of appointing trustees to the tribe, as proposed by the memorialists.

The proposition to change the time for paying the annuities, is not accompanied by any good reason for the change, and in the opinion of the Comptroller, cannot be of any consequence to the Indians. The place of payment has been changed from time to time, to suit the convenience of the Indians; but the time of the year for paying the annuities has been confined to the month of August for 38 years, without complaint on the part of the Indians.

All the annuities to the northern tribes of Indians are now paid, by virtue of chapter 227 of the Laws of 1832, at Fort-Covington. This law provides that the annuities due from the State to the St.

Regis and Caughnawaga tribes of Indians, shall be paid to them by an agent to be appointed by the Comptroller; which agent, in paying the annuities to the St. Regis tribe, shall divide the same among the heads of families under the direction of the trustees of that tribe; and the agent is required to take the necessary receipts from the legal trustees of the tribes to whom the annuities are paid.

The payments for the last year to the St. Regis tribe, were made to 103 families, comprising 336 individuals. The agent paid to the trustees of the St. Regis tribe for national expenses. the sum of..... \$787 66
 To the heads of families, at the rate of \$4 for each soul, 1,344 00
 Total to St. Regis tribe,.... \$2,131 66

The agent paid to the deputies from the Caughnawaga tribe (½ annuity of 1796,) 266 67
 Making the total sum drawn from the treasury, \$2,398 33

The sum of \$50 was for several years paid to Thomas Williams, by the agent, Mr. Denniston. The agent states that when the Governor, after the war, decided to restore one-half of the annuity of 1796 to the Caughnawagas, he, the agent, told the deputies of the Caughnawagas, that Williams having been a party to the treaty, ought to have a share of the money, and accordingly \$50 per year was paid to him. It is evident from the facts given in the preceding part of this report, that Thomas Williams, by joining the St. Regis tribe, and sharing the lands which were reserved to the use of that tribe, fully indemnified himself for all the sacrifices consequent upon his abandonment of the Caughnawaga tribe; and therefore, that he has no claim in equity or by treaty stipulation, to \$50 annually out of the annuity paid to the Caughnawaga tribe.

All which is respectfully submitted.

A. C. FLAGG.

DOCUMENTS.

(A.)

Copy of a treaty held at the city of New-York with the tribes of Indians denominating themselves the Seven Nations of Canada.

At a treaty held at the city of New-York with the nations or tribes of Indians denominating themselves the Seven Nations of Canada, Abraham Ogden, Commissioner, appointed under the authority of the United States to hold the treaty; Ohnawein, alias Good Stream, Teharagwanegen, alias Thomas Williams, two Chiefs of the Caghnawagas; Atiatoharongwan, alias Colonel Lewis Cook, a Chief of the St. Regis Indians, and William Gray, deputies, authorized to represent these seven nations or tribes of Indians at the treaty, and Mr. Gray serving also as interpreter; Egbert Benson, Richard Varick and James Watson, agents for the State of New-York; William Constable and Daniel McCormick, purchasers under Alexander Macomb; the agents for the State having, in the presence and with the approbation of the Commissioner, proposed to the deputies for the Indians, the compensation hereinafter mentioned for the extinguishment of their claim to all lands within the State, and the said deputies being willing to accept the same: It is thereupon granted, agreed and concluded, between the said deputies and the said agents as follows: The said deputies do, for and in the name of the said Seven Nations or tribes of Indians, cede, release, and quit claim, to the people of the State of New-York, forever, all the claim, right or title of them, the said Seven Nations or tribes of Indians, to lands within the said State; provided, nevertheless, that the tract equal to six miles square, reserved in the sale made by the Commissioners of the Land-Office of the said State to Alexander Macomb, to be applied to the use of the Indians of the village of St. Regis, shall still remain so reserved. The said agents do, for and in the name of the people of the State of New-York, grant to the said Seven Nations or tribes of Indians, that the people of the State of New-York shall pay to them, at the mouth of the River Chazy on Lake Champlain, on the third Monday in August next, the sum of one thousand two hundred and thirty-three pounds six shillings and eight pence, and the further sum of two hundred and thirteen pounds six shillings and eight pence, lawful money of the said State; and

on the third Monday in August yearly, forever thereafter, the like sum of two hundred and thirteen pounds six shillings and eight pence: Provided, nevertheless, that the people of the State of New-York shall not be held to pay the said sums, unless in respect to the two sums to be paid on the third Monday in August next, at least twenty, and in respect to the said yearly sum to be paid thereafter, at least five of the principal men of the said Seven Nations or tribes of Indians shall attend as deputies, to receive and to give receipts for the same: The said deputies having suggested that the Indians of the village of St. Regis have built a mill on Salmon river and another on Grass river, and that the meadows on Grass river are necessary to them for hay; in order, therefore, to secure to the Indians of the said village the use of the said mills and meadows, in case they should hereafter appear not to be included within the above tract so to remain reserved: It is, therefore, also agreed and concluded between the said deputies, the said agents, and the said William Constable and Daniel McCormick, for themselves and their associates, purchasers under the said Alexander Macomb of the adjacent lands, that there shall be reserved, to be applied to the use of the Indians of the said village of St. Regis, in like manner as the said tract is to remain reserved, a tract of one mile square at each of the said mills, and the meadows on both sides of the said Grass river from the said mill thereon to its confluence with the river St. Lawrence: In testimony whereof, the said commissioner, the said deputies, the said agents, and the said William Constable and Daniel McCormick, have hereunto, and to two other acts of the same tenor and date, one to remain with the United States, another to remain with the State of New-York, and another to remain with the said Seven Nations or tribes of Indians, set their hands and seals in the city of New-York, the thirty-first day of May, in the twentieth year of the independence of the United States, one thousand seven hundred and ninety-six. Abr'm Ogden, (L. S.) Ohnaweio, alias his X mark, Good Stream, (L. S.) Otiaoharongwan, his X mark alias Colonel Lewis Cook, (L. S.) William Gray, (L. S.) Teharagwanegen, alias his X mark, Thomas Williams, (L. S.) Egb't Benson, (L. S.) Rich'd Varick, (L. S.) James Watson, (L. S.) Wm. Constable, (L. S.) Daniel McCormick, (L. S.) Signed, sealed and delivered in the presence of Samuel Jones, Recorder of the city of New-York, John Tayer, Recorder of the city of Albany, Jos. Ogden Hoffman, Attorney-General of the State of New-York. Be it remembered, that on the thirtieth day of May, in the year of our Lord one thousand seven hundred and ninety-seven, personally appeared before me, John Sloss Hobart, one of the justices of the supreme court of judicature in and for the State of New-York, Josiah Ogden Hoffman, one of the subscribing witnesses to the within treaty or instrument of writing, who being duly sworn doth depose and say, that he saw the several parties to the said treaty or instrument of writing, and whose names or marks are signed or made thereto, seal and deliver the same as their and each of their act and deed for the uses and purposes therein mentioned; and that he, this de-

ponent, together with John Taylor, Recorder of the city of Albany, and Samuel Jones, Recorder of the city of New-York, the other subscribing witnesses thereto, signed their names as evidences thereof. And there not appearing any material erasures or interlineations in the same instrument of writing, I do allow the same to be recorded. John Sloss Hobart. I am of opinion that the foregoing proof is sufficient for the purposes of authorizing the Secretary to record the within instrument of writing. Nov. 29, 1797. Jos. Ogden Hoffman, Att'y-General.

The preceding instrument is a true copy of the original (word "next" at 25th line, page 189, interlined,) compared therewith this 1st day of December, 1797, by me,

LEWIS A. SCOTT, *Secretary.*

(B.)

Plattsburgh, August the 20th, 1804.

Brothars of the State of New-York, this is to certify that we, the chiefs of the Seven Nations; have this day agreed, as one, that thay monyes or anuaty formerly paid to us chiefs of Cahnawaga, St. Regies and Lake of two mountains, is hearafter, from the date above mentioned, to be paid to the St. Regis Indiens only, and them to *devid* as they may see fit. Brothers, this we agree on, in witness hearof we have hearanto set our names and marks. the year and day above mantioned, in pressents of Enoch Chase, William Gray, thomas (X his mark,) Aweunauicon, Petter (his mark,) Owesegowa, Aneos (his mark,) thawanegeneninas-tehanagevekon, Capt. Peter Neicolas. State of New-York, Franklin co. ss., Charles Clark, of the town of Fort Covington and county aforesaid, farmer, being duly sworn, saith that he was well acquainted with William Gray, deceased, whose name is attached as a subscribing witness to the annexed writing. Deponent lived with said Gray nearly nine years, is well acquainted with his hand-writing, and has no doubt but that the words, "William Gray," to the annexed writing subjoined, are in the proper hand-writing of said William Gray. Deponent further saith, that he intermarried with a sister of said Gray, and that at or about the close of the late war with Great Britain, the family received from a Catholic clergyman, of Quebec, a letter, informing them that the said Gray had died in the hospital at that place, to which he had been conveyed as a prisoner of war; and deponent verily believes that he so died, as above stated, and further saith not. Charles Clark. Sworn this 15th day of June, 1829, before me, Wm. Hogan, first Judge of Franklin co., Counsellor, &c. State of New-York, Franklin co. ss. William Lewis Gray, of the St. Regis reservation, in the county aforesaid, being duly sworn, maketh oath and saith, that he is a son of William Gray, deceased, whose name is affixed as a subscribing witness to the annexed writing, that such signature, as well as the body of the writing, and all the signatures, excepting that of Enoch Chase, are in the proper hand-writing of the said Wil-

liam Gray. Deponent further saith, that at Plattsburgh, in August of the year one thousand eight hundred and twenty-seven, deponent saw Thomas Owennaneuz, whose mark and name are annexed to the writing aforesaid, who acknowledged, in answer to a question touching the consideration for which said writing was given, that he affixed his mark or signature to said writing, "and gave it because, during the late war, he could not come for the money himself;" the question above referred to, was put by Mr. Saily, who did not make any inquiry which would tend to substantiate the truth of the reply, or to ascertain that it had been converted for the purpose merely of again obtaining the money previously paid to the St. Regis Indians. Deponent's father died, as he believes, in prison at Québec, where he was taken as prisoner of war, sometime during the war. Wm. L. Gray, sworn this 2d day of July, 1829, before me, Wm. Hogan, first Judge of Franklin, counsellor, &c. State of New-York, Franklin co. ss., Aaron Broadwell, now of the town of Fort Covington, in the county aforesaid, and formerly of Plattsburgh, in the county of Franklin, being duly sworn, maketh oath and saith, that he was well acquainted with Enoch Chase, whose name is subscribed as a witness to the assignment hereto annexed, from the year 1804 to the time of his death; that his last settlement of accompts with said Chase, took place in the month of February, in the year one thousand eight hundred and twelve, and deponent verily believes that he died during the same year, and from comparison of the signature above referred to with the hand-writing of said Chase, in his possession, deponent verily believes the signature Enoch Chase, to the annexed assignment subjoined, to be in the proper hand-writing of said Chase, and further saith not. Aaron Broadwell. Sworn, this 6th day of July, 1829, before me, Wm. Hogan, first Judge of Franklin co. counsellor, &c.

Recorded the 1st day of December, 1829, and agrees with the original compared therewith, by

ARCHD. CAMPBELL, Dep. Sect.

(C.)

Fort-Covington, 14th July, 1834.

DEAR SIR—

The St. Regis Indians called upon me on the 11th inst. and requested me to write to you on the subject of the Five Nation Annuity. They say that, during the war, a release was executed by the Caughnawagas to them, as they think and believe, for a valid consideration. Some few years after the war, through the agency and interference of Peter Saily, Esq. of Plattsburgh, that moiety of the annuity was restored to them with an express understanding, that \$50 annually of that moiety, should be paid to Thomas Williams, who had left that tribe with his family, during the war, at a great sacrifice, and join-

ed the Americans. Williams has been paid, without objection, until last year, when the Caughnawagas entered a protest, and he was not paid. Of the above facts, they refer you to Col. Deniston, the former Indian agent. The St. Regis Indians consider it a hard case, inasmuch as, before the war, they were allowed to hold in common with their brethren in Canada, all the Indian lands, and also to receive the rents and profits, which were at that time, (and also, more so now,) of great value. Since the war, they say that the British government has refused to them the privilege of even the occupation of the islands in the St. Lawrence river, in common with their brethren in Canada; that their brethren, the Caughnawagas, have not dealt and do not deal in good faith with them. They request your interference in their interests, as they are ignorant of their rights and their duties.

Allow me to solicit your attention to their complaints. I refer you to my returns of last year, in which you will find the remonstrance of the Caughnawagas, to paying the \$50 to Williams, with my reasons for not paying it. They promised me that they would pay it themselves to him, as he was at that time in Caughnawaga; but they did not do it. Will you give me your instructions on this subject, previous to the payment?

Yours, with great consideration,

JAMES B. SPENCER,

Indian Agent.

A. C. FLAGG, *Comptroller, Albany.*

COMPTROLLER'S OFFICE, }
Albany, July 26, 1834. }

DEAR SIR—

I have received your letter of the 14th, in which you state that the St. Regis Indians complain that they are not allowed a share of the rents of land, &c. on the Canada side, and complaining of the manner in which the annuity has been paid.

The treaty of 1796 was made with the "Seven Nations of Canada," represented by deputies, of whom Thomas Williams was present on the part of the Caughnawagas, and Col. Lewis Cook on behalf of the St. Regis tribe. By this treaty, an annuity of \$533.33, is paid annually, to at least five chiefs, who are to attend and give receipts. By the treaty of 1816, three chiefs are authorized to receive the second annuity of \$1,200. This treaty is with the St. Regis Indians.

The third annuity, being \$200, is paid under the treaty made with the St. Regis Indians, in February, 1818.

The fourth annuity, being \$60, is made payable by the treaty of 1824, to the trustees of the Indians.

The fifth annuity is paid under a treaty also of 1824, and an act of 1825, authorising the payment to the St. Regis Indians, of \$305. All these added, make the total sum in your hands, of \$2,398.33.

There is recorded upon the book of treaties, a stipulation, signed by Capt. Peter Nichols, and others, agreeing that the annuity belonging to the Caughnawagas, St. Regis, and Lake of the Two

Mountain tribes, should thereafter be paid to the St. Regis Indians only, and they to divide it as they may see fit.

This seems to have been done on no other consideration, than that the Indians in Canada could not receive the annuity during the war. I find no stipulation to pay Williams \$50.

The differences which have arisen among the Indians will not exonerate the State from paying the annuities, according to the stipulations in the treaties.

With much respect,

Your obedient servant,

A. C. FLAGG.

Capt. J. B. SPENCER, *Fort-Covington.*

CONTROLLER'S OFFICE. }
Albany, July 25, 1834. }

DEAR SIR—

In relation to the "bills of credit," which have been omitted by the trustees of the St. Regis Indians, I will only say, that in my judgment, your true course is to pay the money to each person or family entitled to it, excluding all persons from the room except the Indians who are entitled to the annuity. Each Indian will then receive from the State, in specie, the amount due him, and those who have claims against any of them, may settle their affairs among themselves.

Truly yours,

A. C. FLAGG.

J. B. SPENCER, *Fort-Covington.*

Fort-Covington, 6th August, 1834.

DEAR SIR:

Yesterday I met the Indians at Hogansburgh, for the purpose of paying them their annuities. The trustees of the St. Regis tribe, accompanied by three deputies from the Caughnawaga tribe, bearing the original treaty of the people of the State of New-York with the Seven Nations of Canada Indians, as the evidence of their office, were in attendance; also, Solomon Chesley, esq., his Britannic Majesty's Indian agent. He was accompanied by his friends, the Cornwall merchants, with their joint fund due bills, which they expected me to pay out of the annuities. I informed them of the course I should take, which disconcerted their expectations. The next move was to have me audit them as national expenses. This I refused to do, as it would defeat the act of the Legislature, passed April 24th, 1832, which I knew to be passed for the express benefit of the common people of the tribe, who had theretofore been cheated by the knowing and dishonest ones, out of their fair proportion of their annuities. Having arranged what I considered fair national expenses, under the direction of the trustees of the St. Regis Indians, and found the amount to be distributed to the families, I informed them that as the Caughnawaga deputies were anxious to finish their business, I would pay them first; that the money was on the table in a bag, counted, and

ready to be delivered to them, as soon as they should sign the necessary receipt. The trustees of the St. Regis tribe refused to execute the receipt, until I had delivered over the whole of the annuity. This I refused to do, because I considered the St. Regis moiety should be distributed to the people with their other annuities, to which they have never before objected. I also have good reason to believe that they intended to keep the whole \$533.33, to the exclusion of the Caughnawagas; for they entered their protest at the time, to the rightful claim of the Caughnawagas, and alleged that the Caughnawagas had stolen from them the original treaty, and were wrongfully drawing a part of the annuity. They clearly manifested to me a settled determination not only to possess themselves of the whole of the annuity due to the Seven Nations, but also of the whole of the annuities due to their own tribe; and, no doubt, believed that by refusing to execute the receipts, they could compel me to pay it over to them. Before, when I have paid them, they never refused to sign the receipts before the delivery of the money; and have, with a very few exceptions, behaved exceedingly well when they have been paid. I solicited the chiefs frequently to sign the receipts, and to receive their money, which, they were informed, was all on the table, in bags, ready to be delivered them. They pertinaciously refused. I then left them, and secured the people's money in a strong box; put it into my wagon, and brought it to my own dwelling, where it remains, subject to your order, unless the Indians are willing to receive it according to the act of 1832.

With great respect,

Your ob't humble servant,

JAMES B. SPENCER,

Agent to pay the Indian annuities.

A. C. FLAGG, *Comptroller.*

(D.)

Sackett's Harbor, 17th Oct., 1818.

Rev. E. WILLIAMS,—

In compliance with your request, I send you a copy of an official paper, issued by Sir John Johnson last summer, in relation to the St. Regis Indians—it is as follows:

“ The Indians of the village of St. Regis, having separated at the commencement of the late war, one party retiring over to the reservation made for their use or residence; the other party remaining in the village, under a promise of neutrality, but partially observed, assuming to themselves the right of appropriating to their own use, not only the annual rent paid by the American government as an acknowledgment for their hunting grounds surrendered to them, but the rents and profits of the vacant lands and meadows left for their and the public use within the limits of Lower Canada: I do therefore recommend to the inhabitants, settled on the re-

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serve, to pay no rent to any others but those Indians who joined His Majesty's forces and continued faithful to his service to the end of the war; and who only are entitled to the rents and benefits of the reserves on each side of the river St. Lawrence, within His Majesty's territory.

"Given under my hand at Cornwall, the 4th August, 1818.

("Signed,)

JOHN JOHNSON, T. G. & T. G. I. A."

I hope your father, Captains Peter and Jacob, will adopt some decisive measures on behalf of themselves and the friendly Indians whose interest they represent, to counteract the hostile views of the Canadian Chiefs. It is to be lamented that the British Government aided them in the dishonest course which they have thought proper to pursue.

I intended to have written to Governor Clinton upon this subject, but your friendly interference renders any agency of mine unnecessary.

I am, dear Sir,

Your's, very respectfully,

("Signed,)

SAMUEL HAWKINS.

St. Regis, 28th January, 1835.

REV. SIR,—

I have the honor to acknowledge the receipt of your letter of this date, containing the following inquiries, with a request that (if compatible with my instruction as an officer of the Indian Department under His Britannic Majesty,) to give answers thereto; and in reply, am happy to acquaint you that having, in anticipation of such inquiries as *are now made*, received from Head Quarters instructions to enter fully on the subject, so soon as overtures should be made by any person authorized on the part of the State of New-York; and accordingly I shall proceed to give such answers to your several queries, as my knowledge of the circumstances will justify.

"1st. What may be the strength or number of souls of those who are styled British Indians in the village of St. Regis?"

Answer. Three hundred and forty-four souls.

"2d. Do they yet receive annual presents from the British Government, and rents from the inhabitants residing upon their lands in the Provinces?"

Answer. They do.

"3d. What is probably the amount of the presents and rents annually so received and paid to each individual?"

Answer. About \$20.

"4th. How many acres are there in the tract which is reserved for their use in the province?"

Answer. In the aggregate of the different tracts, in Upper and Lower Canada, including the islands, the number of acres is not far from forty-eight thousand.

"5th. Those who are styled the *American party*, do they re-

ceive a share in the presents and rents with the British party? If not, how long since this was withdrawn from them?"

Answer. Those styled the American Indians do not participate in the annual presents given by the British Government, nor in the rents arising from their conceded lands. But both parties enjoy, in common, so much of the reserved lands, as any individual may choose to cultivate. Up to 1812, all shared alike in both particulars, but not since that period.

"6th. Are the American party considered by the British Government as having the same right to the lands in Canada with the British party?"

Answer. Undoubtedly not; and if they (the American Indians,) have been allowed to remain so long in the use and enjoyment of their plantations on the islands, &c., in Canada, it was chiefly owing to an understanding of reciprocity among themselves, and not, in my opinion, because the Government recognize their right to do so.

"You are aware, sir, that a portion of the American party have settled on their lands in the State of New-York, and it would appear that others of that party are calculating before long to leave their village, and unite themselves with their friends, who are already in the State. May I ask whether such a move, on the part of those Indians, would not be against the wishes or policy of the British Government in the Canadas?"

With respect to the first paragraph of this proposition, I am not prepared to say that any of the St. Regis Indians reside on their lands in the State of New-York; nor am I certain that they own any land in that State. But I am aware that several families of them have their residence on the American side of the boundary line; and I am also aware, that there are others of them who have recently expressed a determination to join them. With respect to the views of the Provincial Government in Canada, on this subject, I am authorized to say that no opposition should be made to such an arrangement; but on the contrary, that every countenance and facility, consistent with the relative situation of both parties, would be afforded to effect a separation.

I am, with consideration,

Dear Sir,

Your most obedient servant,

S. Y. CHESLEY,
Resident Indian Department.

Quebec, 30th May, 1831.

Sir—

I have had the honor to submit to His Excellency, the Governor in Chief, the petition of the Iroquois Chiefs of St. Regis, which you enclosed to me in your letter of the 4th ultimo; and I am commanded to acquaint you, for the information of the petitioners, that when His Excellency looks back into the history of past events, he does not find any thing there recorded which should incline him, as the representative of their Father beyond the Great Lake, to confer upon the Neutral Indians any marks of favor which

they have not hitherto enjoyed under the fostering care of His Majesty's Government. Others there are, no doubt, who receive presents, and other peculiar marks of favor; but these are men who have fought and bled by our side, when engaged in the defence of the country.

In obedience to the above mentioned decision, the statistical account of the Loyal British Indians, to the 31st December, 1830, should be prepared upon the same principle as that for the year 1829.

I have the honor to be, sir,

Your most obedient humble serv't,

D. F. NAPIER, S. L. A.

S. Y. CHESLEY, Esq.

Agent to the Iroquois of St. Regis.

I do hereby certify, that I have compared the foregoing with the original thereof, which I have satisfactory proof to be official, and in the hand writing of Col. Napier, as I believe; and that the above is an accurate copy of said document.

WILLIAM HOGAN,

First Judge Franklin Co. C. C.

Hogansburgh, Franklin Co., 8th January, 1835.

(E.)

Albany, July 9, 1834.

DEAR SIR—

I have received your letter of the 25th June; and, in due time, will deposite the money and give you notice. I have been informed that the Trustees of the Indians are in the habit of issuing due bills, promising to pay one dollar out of the joint funds of the tribe on the first Tuesday in August. This must be a contrivance of speculators, who, through such means, may defraud the Indians: And I should be glad to have this matter inquired into, and the facts reported to me before the annuity is paid. I wish you would advise with Judge Hogan, and make such inquiries as can be made, and report to me. The State pays the annuity in hard money; and I wish to prevent the interception of this money before it reaches the hands of its rightful owners.

Truly yours,

A. C. FLAGG.

JAS. B. SPENCER, Esq.

Ft. Covington, Franklin Co.

Fort Covington, 18th July, 1834.

DEAR SIR—

Your letter of the 9th inst., has been received, and agreeable to your request, I visited Judge Hogan; also, the Indians at their village, yesterday, on the subject of your inquiries. Enclosed are copies of Indian due bills: No. 1 is a copy of the due bills to

which you refer in your communication. No. 2 is the kind of due bills which they have had in practice for some years anterior to my receiving the agency to pay the annuities. Due bills of the denomination of No. 2, have always been presented by the creditors, or holders, at the pay-table for payment; and have been treated as evidences of debt against the individual whose name is endorsed on the back; and it has never been urged that the Trustees were holden only to use a salutary influence with the individual to pay an honest debt. At the request of the Trustees, I have assisted them to arrange all their national, as well as their individual accounts, which has taken me three days in each year. It has been some vexation to me to attend to that part of their business, as I am from home on expense.

By referring to my returns, you will observe a list of the names of the head of each family, with the sum set opposite to it which they are entitled to draw. My manner of paying, is to have the clerk of the tribe call the first on the roll, and pay him, then to proceed to the next, and so through the whole roll, precisely as they are returned to you. When the individual is called and receives his pay, then the creditor who holds them, produces due-bills No. 2, as evidences of debt against him. They have generally been paid without complaint. In no instance have I interfered; the trustees decide all controversies. No. 1 is a printed bill, as well as that of No. 2, and is the latest improved emission, drawn something after the manner of some of the Canada bank bills; and, as I believe, intended especially for the Canada trade; as I understand the Cornwall merchants hold to the amount of about \$1,500 of them. The whole of this affair has grown out of a rivalry between the merchants in Cornwall, and those on this side of the St. Lawrence.

I cannot go into the whole history of this affair without being tedious. Suffice it for the present to say, that there is no government among men so simple, but that there will be two parties. It is so with our red brethren of the St. Regis Indians. The great object of strife is, which party shall elect the trustees of the nation. The trustees of last year, as is alleged, have been duped by Canadian artifice, to sanction the currency of No. 1 due bills. Their opponents have taken advantage of this (as it appears,) unpopular measure, and have gained the ascendancy. A new set of trustees have been elected who, it is said, will not sanction the measures of the last administration. I have been advised of all the policy of both parties, but am uncommitted to either party; but in all this (to them,) great concern, I cannot see the least difficulty that can oppose my official duties, both to the government of the State of New-York, and to the Indians.

Respectfully,

Your ob't. serv't.

JAMES B. SPENCER.

Hon. A. C. FLAGG, *Comptroller.*

(No. 1.)

\$3.00.

For value received, on the first Tuesday of August, 1834,
we, the undersigned Trustees of the St. Regis Indians, promise to
pay or bearer, three dollars, out of the joint funds of
the tribe.

(Signed,)

KANAWIENTO, }
SAIONWESI, } Trustees.
TEHENARISON, }

MITCHELL GARREAU, *Clerk.*

St. Regis, Sept. 9th, 1833.

(No. 2.)

No.

Mr. Pis. Taylor,

St. Regis, Jan. 15th, 1834.

Please pay the bearer in goods, (whose name
is endorsed on the back,) dollar, for which which we pro-
mise to pay on the first Tuesday of August next.

SO-RI-HO-WA-NE, }
TE-KA-HON-WEN-SE-RE, } Chiefs and
TA-IO-RON-IO-TE, } Trustees.

Witness,

Clerk,

STATE OF NEW-YORK.

No. 319.

IN ASSEMBLY,

February 20, 1835.

ANNUAL REPORT

**Of Oliver H. Taylor, an Inspector of Sole Leather in
the city of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

Return of sole leather inspected by Oliver H. Taylor, one of
the inspectors of sole leather for the city and county of New-York,
for the year ending Dec, 31st, 1834.

Total No of sides, 137,616; estimated weight per
side, 15 pounds; total weight, 2,064,240 pounds;
estimated value per pound, 15 cents; total value, \$309,636 00

RECAPITULATION.

| | Sides. |
|---------------------------|---------|
| Hemlock, good stamp,..... | 96,576 |
| “ damaged stamp,..... | 20,000 |
| “ bad stamp,..... | 100 |
| Oak, good stamp,..... | 17,000 |
| “ best “ | 940 |
| “ damaged stamp,..... | 8,000 |
| Total, | 137,616 |

Fees, at 2 cts. per side, \$2,752 32

Deduct for expense of labor, &c... 450 00

Nett proceeds, \$2,302 32

OLIVER H. TAYLOR, *Inspector.*

STATE OF NEW-YORK.

No. 320.

IN ASSEMBLY,

March 23, 1835.

REPORT

**Of the select committee on the petition of James E.
De Kay and Daniel Fleet.**

Mr. Phillips, from the select committee to which was referred the petition of James E. De Kay and Daniel Fleet, for permission to erect a wharf or pier, upon lands belonging to them in the town of Oysterbay, Queens county.

REPORTED:

The petitioners represent, that they are desirous to erect a dock adjoining their lands for commercial purposes, and that such dock is much required for the establishment of a direct communication with the city of New-York, and for the benefit of the inhabitants of the vicinity. Accompanying the petition is a certificate, purporting to be signed by the supervisor of said town, setting forth, that in the opinion of said supervisor, the land applied for by them is no more than is necessary for the purposes aforesaid, and that he fully believes it is their bona fide intention to appropriate the same to the purposes set forth in their petition.

Your committee, believing that the prayer of the petitioner is reasonable, respectfully ask leave to introduce a bill in accordance with their wishes.

STATE OF NEW-YORK.

No. 322.

IN ASSEMBLY,

March 25, 1835.

PETITION

**Of Peter J. Enders, relative to the dam across the
Schoharie creek, in the town of Florida.**

To the Honorable the Legislature of the State of New-York.

**The petition of Peter J. Enders, of the town of Florida and
county of Montgomery,**

RESPECTFULLY REPRESENTS:

**That your petitioner owns and occupies a valuable farm situate
in the said town of Florida, on the south side of the Erie canal,
a few rods east of the point where the Schoharie creek crosses
said Erie canal.**

**That some time in the year one thousand eight hundred and
thirty-two, the Canal Commissioners of this State caused a new
dam to be built across the aforesaid Schoharie creek near where
the said Erie canal crosses said creek, for the use of said canal.**

**That said new dam was constructed lower down the creek and
raised from twelve to fourteen inches higher than the old one,
built several years previous. That in consequence of the raising
the height of said dam as aforesaid, the level of the water in said
creek and canal, (above said dam,) was raised several inches; so
much so as to overflow the lands adjacent to said creek and canal.**

**That your petitioner, during the last summer, had several acres
of different kinds of grain growing on lands adjoining said creek
[Assem. No. 322.]**

and canal; that shortly after the opening of the canal for the last season, the said ground of your petitioner was overflowed, both from said creek and canal, and the grain growing and standing thereon entirely destroyed. That the said land of your petitioner was never before overflowed or in any manner injured by reason of said creek or canal. That your petitioner, conceiving himself to be aggrieved and injured by means of the overflowing of his ground from said creek and canal, caused and procured several of his neighbors, respectable citizens of the said town of Florida, to examine and appraise the damage done to your petitioner as above set forth, which said estimate or appraisement, verified by the oaths of the appraisers, is herewith submitted to your honorable body.

In consideration of which your petitioner would respectfully request of your honorable body, that an act be passed authorizing the Canal Commissioners to cause the damages sustained by your petitioner as aforesaid, to be appraised, and the amount of such appraisement paid to your petitioner.

PETER J. ENDERS.

Florida, March 15, 1884.

STATE OF NEW-YORK.

- No. 323.

IN ASSEMBLY,

February 21, 1835.

ANNUAL REPORT

**Of B. Robbins, an Inspector of Beef and Pork in the
county of Oneida.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

I, Ebenezer Robbins, an inspector of beef and pork in the town of Western, in the county of Oneida, in conformity with the Statute, do certify and report, that the quantity and quality of beef and pork inspected by me during the year ending on the first day of January, instant, and the probable value of the same, is as follows, viz:

| | | |
|----------------------------|------------------|-----------------------|
| 114 bbls. mess pork,..... | at \$13 per bbl. | amounts to \$1,482 00 |
| 123 bbls. prime pork,..... | 9 " " | 1,107 00 |
| 122 bbls. prime beef,..... | 5 " | 610 00 |
| 61 bbls. mess beef,..... | 8 " | 488 00 |
| 9 ½ bbls. " | 5 " | 45 00 |

The fees for inspecting, being fixed by law at 15 cents per barrel, and 10 cents per half barrel, amounts to \$63.90

All which is respectfully submitted by your ob't servant,

E. ROBBINS, *Inspector.*

Western, January 26th, 1835.

STATE OF NEW-YORK.

No. 326.

IN ASSEMBLY,

February 24, 1835.

ANNUAL REPORT

**Of James Lowerre, an Inspector of Beef and Pork
in the city of New-York.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

In conformity with the provisions of the law regulating the inspection and repacking of beef and pork, I hereby report, that the quantity, qualities and value of the beef and pork inspected and repacked by me, from the 1st day of January, 1834, to the 1st day of January, 1835, are as follows, viz:

| Bbls. | Per bbl. | Total value. |
|-----------------------------|----------|--------------|
| 9,399 mess pork,..... | \$14 | \$131,586 00 |
| 11,624 prime pork,..... | 9½ | 110,428 00 |
| 289 clear mess pork,..... | 16 | 4,624 00 |
| 53 cargo pork, | 8 | 424 00 |
| 1,151 thin mess pork,..... | 13 | 14,968 00 |
| 232 flank pork,..... | 12 | 2,784 00 |
| 878 rumps, | 9½ | 8,341 00 |
| 1,558 soft mess pork, | 11½ | 17,917 00 |
| 1,269 " prime pork,..... | 8½ | 10,469 25 |
| 40 sour mess pork,..... | 10½ | 420 00 |
| 126 " prime pork,..... | 7½ | 945 00 |
| 731 rusty mess pork,..... | 11 | 8,041 00 |
| 872 rusty prime pork,..... | 8 | 6,976 00 |
| 44 tainted mess pork,..... | 10 | 440 00 |
| 69 " prime " | 6½ | 448 50 |

Carried forward,

| Bbls. | Brought forward, \$ | | Total value. |
|------------------------------------|-----------------------------|--|--------------------------|
| 10 musty mess pork, | \$11½ per bbl. | | 115 00 |
| 8 " prime pork, | 8½ | | 66 00 |
| 651 heads and shoulders, | 6 | | 3,906 00 |
| 27 necks, | 8 | | 216 00 |
| 66 refuse, | 4 | | 264 00 |
| 586 mess beef, | 9 | | 5,274 00 |
| 451 prime beef, | 6 | | 2,706 00 |
| 3 refuse beef, | 2½ | | 7 50 |
| 7 half bbls. mess pork, | 7½ | | 52 50 |
| 2 " prime pork, | 5 | | 10 00 |
| <hr/> 30,137 9 <hr/> | | | <hr/> \$331,423 75 <hr/> |

| | |
|--|------------|
| Inspection fees on 30,137 bbls, at 15 cts. | \$4,520 55 |
| Cooperage, &c. on " " at 10 cts. | 3,013 70 |
| Inspection fees on 9 half bbls. at 10 cts. | 90 |
| Cooperage on 9 half bbls. at 10 cts. | 90 |

\$7,536 05

Expenses incurred for cooperage, labor, &c. 4,520 00

\$3,016 05

JAMES LOWERRE, *Inspector.*

New-York, Feb. 7, 1835.

STATE OF NEW-YORK.

No. 327.

IN ASSEMBLY,

March 27, 1835.

REPORT

Of the select committee on the petition of sundry inhabitants of school district No. 10, in Rochester.

Mr. D. Sibley, from the select committee to whom was referred the petition of the inhabitants of school district No. 10, in the city of Rochester,

REPORTED:

That it has been made known to your committee, that a lot of ground, containing three-quarters of an acre, is owned by the inhabitants of said district; that one-quarter of an acre of land is deemed sufficient for a school lot for said district; that the said district are indebted for a part of the purchase money of the said lot, and they are desirous of making sale of two-thirds of their ground, and appropriating whatever sum may be obtained therefor, to the discharge of the balance of the debt now due for the lot, and for necessary repairs of the school-house.

The request of the petitioners is deemed reasonable by your committee, and ask leave to introduce a bill accordingly.

STATE OF NEW-YORK.

No. 328.

IN ASSEMBLY,

March 20, 1835.

ANNUAL REPORT

**Of George P. Hudson, an Inspector of Sole Leather
in the county of Chenango.**

**TO THE LEGISLATURE OF THE STATE OF NEW-
YORK.**

George P. Hudson, an inspector of sole leather, reports to the honorable the Legislature of the State of New-York, that during the last year, ending January 1, 1835, he has inspected, as an inspector of sole leather,

sides of 1st quality or best,
884 sides of 2d quality or good,
sides of 3d quality or damaged,
sides of 4th quality or bad.

That the quality inspected was of the value of about \$18 per hundred weight.

Fees, \$35.86.

GEORGE P. HUDSON, *Inspector.*

Dated January 1, 1835.

STATE OF NEW-YORK.

No. 330.

IN ASSEMBLY,

March 27, 1835.

REPORTS

Of the majority and minority of the select committee on the Governor's message, relative to the State Prisons.

REPORT OF THE MAJORITY.

Mr. Wilkinson, from the majority of the select committee of eight, consisting of one from each Senate district, to whom were referred so much of the Governor's message as relates to State Prisons, and also the several petitions in relation to employing convicts in the mechanic arts,

REPORTED:

That they have had the several matters referred to them under consideration, and have given to them their attention. A large number of petitions have been presented, in which it is represented that the operation of the present system of State Prison labor inflicts an injury upon the mechanical professions which is deeply felt. That a large proportion of the mechanics having families dependent upon them, have no other means of support but in the pursuit of the trades which they have regularly and honestly acquired. They urge that it is oppressive and unjust that they should be compelled to put the results of their labor in competition with those of convicts, who by crime have forfeited their liberty, whose services are sold out to contractors for such small sums as enables them to undersell any regular mechanic, who has to pay for free labor at regular prices. It is represented that the effect of the present system

[Assem. No. 330.]

is to discourage the regular mechanic and to render him unable to support his family, that convicts may learn trades and contractors make fortunes by their labor. That such consequences should not be produced for the sake of making experiments on the vicious and undeserving.

The petitioners do not suggest any mode of relief, but they earnestly pray for the adoption of some measures that shall relieve them from the evils of which they complain. This subject was before the last Legislature, and resulted in the passage of a law by which three Commissioners were to be appointed by the Governor, who were to examine the prisons and report to the present Legislature. The report of the Commissioners appointed under that law has been presented, and may be found in the Assembly documents of this session, No. 135. This report is worthy of a careful perusal and examination. By some portion of the mechanics, and particularly by those in the city of New-York, an almost entire change in our State Prison system is asked for, and it is urged by them that no permanent relief can be had without such change. It has been claimed by some that the convicts are too mildly treated, and even that many persons would be willing to change situations with them if it were not for the degradation of punishment. It is not long, we believe, since it was objected that the discipline of the prisons was too severe, and it was complained that men were compelled to draw burthens in the harness like beasts. There has doubtless been no material change since both these complaint, have been made, and perhaps at this moment while one portion of society may regard their treatment as approaching to cruelty, another considers it objectionable from its mildness. Those who ask an entire alteration in the State Prison system seem aware that they are recommending important changes, but such as they believe essential to answer the great ends of punishment, which are the prevention of crime and the reformation of the offender. The substitutes proposed for the present system are, first, transportation, and second, solitary confinement without labor. To the first there seem to be such objections as render it totally unavailable. Even in England this measure has been condemned. It is necessarily a most expensive mode of punishment. If a foreign colony is to be established it must be under the protection of the United States government. A want of constitutional provisions for this remedy renders it entirely incompetent.

To the substitute proposed for our present system, a short examination can only be given. Solitary imprisonment without labor, is we believe, liable to the most serious and well founded objections. If continued, it will generally destroy health, break down the mental faculties, and soon result in idiocy or death. So far as we are informed, the best experience has been against the measure, and we do not believe that the people of this State either desire or would sustain a resort to solitary imprisonment without labor.

It cannot be the part of prudence or a proper regard for the public good, we believe, that would adopt such a mode of punishment; for independent of the dreadful consequences upon the convicts, we are convinced that the burthensome impositions upon our citizens, which would result from the support of such expensive establishments in idleness, would soon be severely felt and justly complained of. It would in our belief, soon produce strong well-founded complaints, and to which sound legislators would be constrained to listen and to relieve. We do not believe, that a resort to solitary imprisonment without labor is, in any point of view, necessary or advisable. It would impose a large annual burthen upon the treasury which could only be supplied by a tax. Were there no other objection than this, it would induce us to pause before recommending it. Though we do not consider the question of expense in our prisons, as one of paramount consequence, yet when looking to the whole subject, it very justly forms one important consideration. Especially so, when we consider that the present system has sustained the prisons without burthening the treasury. Should an entire change be produced, it would doubtless meet with disapprobation to some extent. While to the petitioners this might be considered unimportant, it is to be remembered that a very large majority of our population have taken no part in the complaints against the present system, and would probably never give to it much attention, unless they should be called on in the way of taxation to support the convicts in idleness. We believe that the system of requiring the convicts to labor is a good one, for many reasons: it is the very counterpart of the life that most convicts have pursued; many crimes are to be attributed to idleness—to an unwillingness to labor; it is better for the health, for we think that ought not be trifled with. It compels him to earn his own support, and thus to relieve the community, (while he is confined, at least,) from the burthen of sustaining the idle and vicious. Experience has shown that idleness, intemperance, and want

of education, are the most important causes of crime. That an immensely large proportion of all the crimes committed and punished in the country will be found to have been perpetrated by those who come within the classes of idle, intemperate or uneducated, we do not doubt. A system then, which forces the idle, intemperate and absolutely useless being to work, and that too, to such purpose as to be useful, would seem to commend itself to our best judgments. Upon the convict himself, did no injury follow from solitary confinement, labor is we think, better calculated to produce a reform and establish improved habits, than idleness and listlessness would be. If convicts are compelled to labor in their confinement, their pursuits must be to a great extent mechanical; indeed, we do not perceive what branch of business could be pursued in the prisons, that would not come within the description of mechanical or manufacturing employments. When we have said this, it by no means follows, that we cannot or we would not afford the relief sought; on the contrary, the plainest dictates of duty and propriety call upon us to examine the purposes to which this labor is applied, and its effects upon a large, important and intelligent portion of the population of our State.

We believe that the true question to be examined is not an abandonment of our prison system, but what *change* is necessary to relieve the mechanics from the injurious competition of prison labor, and from the moral consequences of convict association. Against this competition and these moral consequences the mechanics properly and earnestly ask for relief. We believe that it is not right to employ them in the manufacture of articles where the effect is to destroy or injure the citizen engaged in the same branch of business: because the mechanic has a right to be protected in the fair pursuit of his business: because it produces a dissatisfaction on his part towards the government: because it does, to the extent that the fair business of the mechanic is injured or reduced, so far throw the expense of the establishment of the prison on such mechanics, thus producing the unequal taxation of which they complain. We, therefore, would attempt to relieve the mechanics from these burthens and embarrassments, which we think may be done without an abandonment of the present system. The recommendations of the commissioners are sound, rational and capable of practical operation; and while they will relieve the system of its objectionable features, will preserve its discipline, will keep the convicts employed, and compel them to sup-

port themselves by labor. There has been presented a memorial from the Auburn and Syracuse rail-road company, asking that the agent of the prison may be authorized to hire to the company, for the purpose of constructing their road, a certain number of convicts. It is believed by many they may be safely employed upon the public works or upon roads and canals. This application, should it meet with favor, might enable us to test the question. In some counties convicts labor upon the public streets and other works, and it is worthy of consideration whether a portion of them may not be employed upon the proposed work, and while their services thereby become useful, the ends of punishment may be answered by their being exhibited to general observation as culprits deservedly suffering for crime.

Upon one subject recommended in the report of the commissioners, the little attention that we have been able to give the matter, has produced the most favorable impression. We refer to the manufacture of silk. It seems to be a conceded fact, the result of experiment, that our soil and climate are in a high degree favorable to the culture of silk of a superior quality. The annual importations of the various kinds of silk goods do not fall much short of ten millions of dollars. The use of the article is daily extending in our country, and of course the consumption and importation are increasing. It is no vain boast of the intelligence, ingenuity and perseverance of our population to say that they are equal to any emergency: that we can learn any thing that is done abroad, and that, with proper inducements and slight aid, may hope that the manufacture of silk may in this country soon reach as high a degree of perfection as other branches of manufacture, now successfully pursued. A few years ago the perfection that we now see in the manufacture of cotton goods in this country could not have been anticipated. The result of application to most kinds of business has shown that they can be successfully prosecuted.

The immense manufacture of silk goods in England, shows that it can be successfully carried on where the raw material is not produced. It would seem to admit of little question that here, where the silk can be grown, thus opening a new and profitable agricultural employment, that its manufacture could be prosecuted with an ultimate success that would equal the most sanguine hopes.—Whether it will ever be realized, that our pauper establishments

shall be employed in the culture of the silk, and our State Prisons in the manufacture of it, we will not venture to predict; but will say that in theory, the proposal is most imposing.

If the State of New-York, in directing the labor of its convicts to this branch of business, shall contribute to give a new stimulus to national ingenuity and enterprize, she will have lost none of her claims to precedence. Though it may not be immediately profitable, that should not deter us from going on, and commencing a measure, the ultimate success of which is so strongly commended to our judgments. Its effects will be salutary, we believe, and while the people of the State generally will sustain the effort, the mechanics will be satisfied that we are disposed to relieve them from burdensome competition of which they justly complain.

Samples of silk grown and manufactured in this country, have been exhibited to us, and we are assured that a most important improvement in the reeling the silk from the cocoons has been lately invented by Mr. Gay, who has appeared before the committee, and which improvement will overcome one of the greatest difficulties in the manufacture that has been experienced.

Upon all the subjects referred to the committee, so much information is furnished in the report of the Commissioners, and of the reports of the different prisons at this session, that we do not feel at liberty to enlarge further upon them, but ask leave to present a bill which embodies the provisions that we approve, and will best show how far the majority of the committee recommend a change in the State Prison system.

All which is respectfully submitted.

JOHN WILKINSON,
DERICK SIBLEY,
CALVIN CLARK,
DUBOIS BURHANS,
CHESTER GRISWOLD,
ASHBEL LOOMIS.

REPORT OF THE MINORITY.

The undersigned, being a minority of your committee to whom was submitted that portion of the Governor's Message relating to our State Prisons, begs leave to

REPORT:

That, with feelings of the deepest regret, he finds himself unable to coincide in opinion with the other members of your committee, upon the subject which has been submitted to their examination. But, however doubtful he may feel of the correctness of his own conclusions, when in opposition to the opinions of those for whose judgment he entertains so much respect, considerations of duty to his constituents and to himself compel him to appear alone before you upon this occasion, in an attitude separate and distinct from that of his honorable colleagues. He will, therefore, in the briefest manner state his views upon this subject; considering, in the first place, the objections which have been urged against the present system of State Prison discipline; and secondly, the remedial measures which have been proposed.

The principal arguments and objections brought against our State Prison system may be conveniently arranged and taken notice of in the following order:

First. Our penitentiary system does not furnish sufficient punishment for crime.

Second. The employment of convicts at mechanical trades creates a competition between the labor of convicts and the labor of honest mechanics, which is highly injurious, and in some instances ruinous to the latter; reducing the price of the products of their labor so low as barely to afford them subsistence, and even compelling them to resort to other means for support; that it is partial in its operations, and throws the burthen of the State Prisons entirely upon the mechanics, thereby setting at nought the principles of justice and equality and infringing the spirit of the Constitution, which guarantees support and protection equally to all.

Third. That teaching the convicts mechanical trades has a tendency to degrade the character of the mechanics as a class, and to expose them to the danger of demoralization from the contaminating conduct of felons who have been taught a trade in our prisons and turned forth to practise it side by side with the honest and industrious.

Fourth. That whatever is injurious to any essential component portion of community, consisting of members equal in numbers, wealth and intelligence, to the mechanical classes, must be, to a considerable extent, indirectly injurious to society at large.

Much has been said upon the improvements of our penal code, and much have we felicitated ourselves upon the comparative perfection to which we have carried our penitentiary system. It is but natural that we should feel some emotions of pleasure and pride in reference to an institution which our State has had the honor of originating and establishing; which has received the sanction and approbation of several other States; which has been partially adopted by foreign nations; and which has formed the subject of several commissions of investigation. But it may reasonably be asked whether we may not attribute the satisfaction with which the majority of our citizens have, until lately, viewed our State Prison establishments as much to ignorance of the practical operation of the system; in all its details, as to a belief in its utility, founded upon observation, and arising from the convictions of unprejudiced judgment. Men can easily blind themselves to the faults of any institution by constantly harping upon its merits. They congratulate each other upon its advantages, and when they only wish for perfection are too apt to fancy it obtained. Upon this principle only can we account for the popularity which our State Prisons have obtained with a large portion of intelligent inhabitants of our State. We have echoed and re-echoed the praises of this institution, until many of us have worked ourselves into the belief that nothing will be found by the accumulated wisdom and experience of centuries to come to alter or improve. But notwithstanding this opinion, so general and so deeply seated, the minority of your committee is compelled to express his decided conviction that, leaving out of consideration the evils which form the immediate ground of complaint with the mechanic, there will still remain a very serious objection to the continuance of the present system.

The main object of punishment is universally acknowledged to be the prevention of crime. The plan which produces this effect in the greatest degree, is of course the most perfect. If tried by this test, we may reasonably ask ourselves whether the benefits flowing from our penitentiary system are so clear and decided as have been by many supposed? Punishment, to be effectual, must be sufficiently severe to deter the evil disposed part of community from the gratification of the vicious inclinations; and although the reformation of the criminal is an important object, and one well worth the attention of the philanthropist, the legislator, judging from past experience, cannot but consider it as a feeble and secondary means in the attainment of his grand object--the prevention of crime.

There is, in all communities, a large number of individuals perfectly unprincipled, without the slightest sense of moral rectitude or social obligations, who are only to be restrained from the exercise of their criminal propensities by the dread of the punishment with which the law will visit their iniquities. Their fears, to prove a perfect check, must be strongly excited; and this, in the opinion of the undersigned, is not done by the penalty of confinement for any length of time, however long, in our State Prisons. Beside our villains whom we have to restrain, the comparative mildness of our punishments is a strong inducement to the criminals of other countries to make this the scene of their operations. A very large proportion of the convicts in our prisons are foreigners, and the stream of moral pollution constantly rolling in upon us from the demoralized communities of the old world is daily increasing.

The idea of operating upon the feelings and mental qualities of criminals, and establishing some plan of discipline which shall implant and cultivate the seeds of virtue, eradicate the weeds of vice, and regenerate the decayed principles of morality in the breast of the convict, is a very beautiful one in theory, and one which recommends itself very strongly to the sympathies of the humane and benevolent. But in the words of the well known report upon this subject, presented to this House by the chairman of its committee, the Hon. Mr. Humphrey: "experience has shown that the idea of carrying the reformation of criminals to this extent, is rather the dream of the philanthropist, than the rational calculation of statesmen."

It cannot reasonably be expected, that with a sense of his degraded condition; of present shame; with the finger of suspicion and of scorn constantly pointed at him, and the consciousness of deserving it, that any man who has been subject of infamous punishment as a convicted felon in a State Prison, can become a useful or valuable member of society.

The truths of this opinion is proved by the most cursory observation; by the records of our criminal courts, and by the positive testimony of one of our most experienced criminal judges, who declares that there are not more than two out of an hundred of well attested instances of reform, and that at every court of general and special sessions held in the city of New-York, with few exceptions, several old offenders are again tried and convicted.

The undersigned is not an advocate for unnecessary or excessive severity, but he would humbly suggest the expediency and necessity of so altering our present system of prison discipline, as to prevent the influx of foreign criminals, and to check in a more effectual manner, those whom nothing but the fear of punishment can restrain. The attainment of this object should no longer be obstructed by the speculations and experiments of a visionary philanthropy, or the interests of society sacrificed at the suggestions of mistaken humanity.

There can be no question that criminal punishment may be and has been at different times too severe. Penalties disproportioned to the offence, defeat the object for which they were intended. People dislike to prosecute, witnesses to testify, or juries to convict, and bring to the severity of the punishment which would follow his conviction; the criminal has not unfrequently escaped free. The opposite extreme is, however, injurious to the interests and well being of society. This disposition to mildness and lenity may perhaps be considered the mark of our progress in refinement and intellectual cultivation; but to quote the language of the report to which we have before alluded: "It is a serious matter of inquiry with some of our most enlightened citizens, whether the indulgence of a supposed feeling of humanity on the part of many has not degenerated into a morbid sensibility that would consult the interest and well being of the criminal at the expense of the community, against whose rights he has offended."

Instances have been known to occur, of persons who have committed crimes and courted discovery and conviction solely that they might enjoy the comforts of our State Prisons. A detention in our prisons is hardly dreaded by any class of criminals, except as an interruption to their professional pursuits; their labor is not severe, they have comfortable clothing and food, good medical attendance when necessary, and are taught a good trade. Indeed, so comfortable is their situation when compared with the circumstances of many an honest hard working man, that the undersigned has no hesitation in expressing his conviction, that abate the disgrace, and there are many honest mechanics who would be willing to exchange situations with the convicts. So much has been said both in this House and out of it, respecting the effects of the State Prison system upon the pecuniary interests of the mechanical classes, that it may appear a useless waste of the time and patience of this honorable body, for the undersigned to make any remarks upon the subject. But notwithstanding so much consideration has been bestowed upon this point, and the excited state of public feeling in relation to it, a good deal of misapprehension still continues to be entertained in the minds of many, with respect to the amount of injury it inflicts upon the mechanical classes.

While the complaints of the mechanics on the one hand are considered by many to be just and unexaggerated, on the other there is a large class, who deny that they have any foundation in fact; who believe that the cry of oppression and distress is nothing better than political "*kumbug*," generated and kept up by the acts of designing and ambitious men, whose sole object is to ride into place and power by ministering to the excited feeling of mechanics. This last view of the matter, to say nothing of the compliment it implies to the intelligence of the mechanics, is as unfounded in truth, as it is inimical to the progress of justice and equality, and to the operations of reason and judgment in the minds of those who are blinded by it.

The undersigned is not prepared to state the precise amount of injury occasioned to the mechanics by the present system. He has not the data from which to make a calculation of loss with mathematical accuracy, neither does he consider it at all necessary. Sufficient evidence exists to prove that the injury is serious and important, and whether five thousand honest mechanics, or only five hundred are ruined by the operations of the present system,

is a question which, however it may alter our views of policy and expediency, cannot affect our views of justice upon which they rely for relief. The principle of equality and impartiality, in the distribution of the benefits of government, renders it imperative upon us to remove the ground of their complaints, no matter whether the sufferers are many or few, or whether the loss be great or small.

If we take the testimony of the mechanics themselves, after making all allowance for the exaggerations of "interested witnesses," we must be convinced that there is good ground for their complaints. In a report, adopted by a convention of mechanics, and which received the approbation of mechanics throughout the State, they say that articles manufactured in the prisons, are sold in almost every city, town and village in the State, at prices from 40 to 60 per cent below what the honest mechanic, who supports himself and family, can afford them for. Their numerous petitions, memorials and resolutions, asseverate the same facts; and indeed, so firmly convinced are they of the serious nature of the evils they suffer, that the undersigned is convinced, that could the proposal be made to them to support the prisoners in idleness by a tax upon themselves, there are many would deem the change advantageous; they would feel that they merely submitted to a direct instead of an indirect tax.

The present system operates injuriously upon the pecuniary interest of the mechanics in two ways.

First. It would enable the contractor without any extraordinary outlay of capital, to throw into market the products of convict labor, at a price much below what can be afforded by the regular mechanic, thereby compelling him to reduce his prices in a corresponding manner, to a rate so low as barely to afford him subsistence. Second: By an extension of this power the contractors can completely ruin any particular branch of business. By employing a sufficient number of hands, and disposing for a time of his articles at a sacrifice, he can compel the mechanic to give up his trade which he has spent time and money in acquiring, and thus secure a perfect monopoly to himself. The public is then entirely in his power, prices will depend upon his will, and if any one should have the hardihood to attempt a competition with him, the operation can again be repeated.

To this it is answered by the advocates of State Prison labor, that if we consider the very small proportion which the manufactures of our prison bears to the whole amount manufactured in this and the neighboring States, we must be convinced that the direct effect must be very trifling. They seem to consider that the loss suffered by the mechanics from State Prison competition, is only equal to the amount of the difference in the price of all the articles manufactured in the prisons, and the prices at which the same could be furnished by the regular mechanic. Thus, if the State Prison contractor turns into the market a certain amount of manufacture, which if there were no State Prison labor, would be valued at 100 dollars, and he sells the same for 90 dollars, the general loss to the mechanic is 10 dollars. But the absurdity of this idea becomes apparent, when we consider that price is regulated by the relations of demand and supply. That when the supply of any article is just equal to the demand for it at a certain price, an extra quantity throw in at reduced prices, will have the effect to reduce the price of all in the market. This is precisely our case. The supply by the honest industry of the country of the products of mechanical labor and skill, is fully equal to the demand at certain prices, which prices are no more than a fair remuneration to the mechanic for his labor.

The State Prison contractor, however, comes in and supplies a part of the demand, the supply in the market then exceeds the demand, and prices would naturally fall, but the contractor, as he enjoys facilities denied to the mechanic, in order to secure an extensive and ready sale, is willing and able to reduce his prices still lower, and in the case which we have before supposed, the general loss would not be merely ten dollars, but every man who had a 100 dollars worth of articles of the kind manufactured in our prisons, would lose 10 dollars, and the loss would soon manifest itself in the diminishing of his journeymen. If a reduction in the price of manufactures is affected by improvements of skill or machinery, the mechanic can congratulate himself as well as the consuming classes. He has an equivalent in his increased manufacturing facilities, but in this case it is effected by the direct and arbitrary interference of an institution established by a government, upon whose justice he has equal claims with other citizens for protection and support.

The second position, that capitalists at a small sacrifice in the outset, can acquire the complete control of any business, and be-

come monopolists in the worst sense of the term, is in the opinion of the undersigned well founded, and a serious objection to the present system. It is utterly inconsistent with the spirit of free trade, that any person should have the power to possess himself of the complete control of any particular branch of business, and to drive from it those who have devoted their time to it, in acquiring the necessary degree of knowledge and skill, and who looked to it as the means of obtaining subsistence. It is useless to say that this monopoly never has nor probably never will be carried on to this extent. The opportunity to do so exists, and experience teaches us the folly of placing too much confidence in men's sense of honesty and decency, when opposed to the instigations of cupidity.

It is not however, the mere amount of pecuniary loss which forms with the mechanic the chief ground of complaint. The partial and unequal bearing of the system by which the mechanics are made to support all the burthen without any equivalent, is one of the worst features of the case. It is needless to say that it is contrary to the principle of equality, that one portion of community should be taxed solely for the benefit of another. If one set of men wish to have State Prisons which will support themselves, they should pay for the privilege if it interferes with the interests of another, not take it by the right of might—of opposition to the very spirit and genius of our government.

As to the third objection: that teaching the convicts mechanical trades, has a tendency to degrade the character of the mechanics as a class, and to expose them to the danger of demoralization from the contaminating contact of felons, who have been taught a trade in our prisons. The undersigned believes it to be true, in point of fact, to a considerable extent, and to furnish a good and sufficient ground of complaint to those interested. He is compelled to dissent from the opinion expressed in the Commissioners' report, recently made to this House, "that the idea that mechanical business in general, is degraded in public estimation, merely because it is carried on in the State Prisons, is in the abstract unfounded and illusory." The moral character of any particular trade or profession, is made up from the sum of the virtues and vices of individuals. If you make such trades or profession the receptacle for liberated convicts; if you convert it into a grand reservoir, into which is to be directed by the arbitrary arm of the law;

the masses of polluted humanity, accumulated by the effort of justice, into which is finally to be emptied the united current of indigenous and exotic crime, it is evident that the character of the profession or trade, will very soon be reduced to a level with that of its members. But it is urged that the number of convicts, who when liberated, practise their trade in the ranks of the mechanics, is too few to produce much effect. This assertion may be to some extent true, but still the principle is at work, and popular opinion seldom moves in an exact ratio to the causes that operate upon it. It cannot be denied, that the mechanics do at present, and always have occupied a degraded rank in the estimation of their fellow-men; that a certain stigma attaches to them by reason of their employments; that if we take a certain number of men from the two great classes of society, let them be precisely equal in wealth, intelligence and moral worth, and the political and social influence conceded to one set will be much greater than to the other. This is a fact which the most common observation is sufficient to confirm, and it arises solely from the degrading associations connected with their daily pursuits; associations which have not the least foundation in nature, which are dependant for their existence upon the arbitrary dictum of the few, and which are the products of the ignorance, selfishness, and pride, which have in all ages deformed the organization of society. The mechanics have done much, and are disposed to do still more, by cultivating their moral and intellectual character, to remedy this state of things; and in the opinion of the undersigned, it is unjust to continue a system, which by the most remote contingency may be the effect to counteract their good intentions. If the benefits for which the system has been so highly lauded are actually obtained, then a large number of convicts are yearly turned out to practise their trades, side by side with the honest and industrious, to corrupt by their influence, and seduce by their example the young and ignorant. If, however, as is made out by the calculation in the Commissioners' report, the number of convicts who make use of their trades, is a very small proportion of the whole number liberated, then where is the use of teaching them trades, with any view to its effects upon the moral character.

But however few the number may be who, when liberated, enroll themselves in the ranks of the mechanics, when we consider that probably not one in fifty has been in the smallest degree reformed, we must acknowledge that the mechanics have some rea-

son for their apprehension on this subject. In the report recently made by the Commissioners, after showing the proportion of convicts liberated during the year, who practise their trades, to the yearly increase of the mechanics, to be as 55 to 5,000, they state that in twenty-five years this would be the proportion to the whole body of the mechanics, and that "these proportions are so small that the injurious influence upon mechanics, as a whole, must be imperceptible in practice, and only to be ascertained by examination." But the evil is a progressive one, and increases out of all ratio to the annual increase of the mechanics, so that calculations founded upon the supposition that the proportion existing at present are to be always preserved, "are incorrect and illusory," while it is conceded by many that the mechanics have just and abundant cause of complaint against the present institution; that the employment of convicts at mechanical labor is injurious to their pecuniary interests, degrading to their character, and an infringement of their rights. It is contended that the evils they suffer is more than overbalanced by the good produced to the other classes of community; that what is lost by the mechanic is gained by the consumer of the products of labor at reduced prices. The undersigned has already taken notice of the unjust and partial character of this argument, he will therefore simply inquire whether it is true in point of fact.

Nothing can be clearer, than that whatever has a tendency to injure one portion of community, must indirectly injure all. Society is composed of classes of men, bound together by a community of interests. The relations of the different parts are so close and intimate, that a blow at one extremity readily propagates its impulse to the other. This is true as a general rule, although there are cases in which particular classes of men may profit by the misfortunes and fatten upon the misery and wretchedness of their fellows.

The number of mechanics in this State is said to be 125,000; these, although they are styled a portion of the producing classes, form, together with those who are dependant upon them for support, a vast body of consumers; their wants create a large portion of the demand for the articles of foreign importation, for the products of our own soil, and for the exercise of professional skill. The amount of their consumption depends upon the price of their labor. If you reduce the rate of wages without effecting a cor-

responding reduction in the price of the necessaries and luxuries which money will purchase, you diminish by so much the amount of their consumption. They are obliged to curtail their expenses, to study economy in food and clothing, and to give up entirely many articles which before had been with them in great and increasing demand. In this manner, the injury inflicted upon the mechanics by the State Prison system, is in the end, reflected upon the other members of society. The undersigned does not pretend to say to what extent this is the effect, but in his opinion, it is sufficient to detract very materially from the advantages which many fancy the public obtain from this institution.

Various plans have been proposed to remedy the evils of the present system, and the propriety and feasibility of them have at different times been submitted to the judgment of this House. The undersigned will in the first place, take notice of the one which has lately received the sanction of the State Prison Commissioners namely, to still continue the employment of convicts at mechanical trades, but to substitute the manufacture of those articles for which we are indebted to foreign nations; in the words of the report, "The only resource left, is to introduce new kinds of business from foreign countries, and to teach convicts trades in those businesses only." This proposal, in addition to the difficulty, expense and waste of time attending it, is in the opinion of the undersigned, hardly entitled to the credit of a palliative much less a curative measure. It will require some time to carry it into effect, when it may have a tendency to afford some relief to the mechanics, but it is merely a postponement of the evil. It leaves in full force the first and third objections and removes the second but for a time. The want of sufficient punishment would still exist, the effect upon the character and standing of the mechanics would continue the same. While it would in some measure relieve the trades which are now practised, from the effects of State Prison competition, our prospective view of its operations upon the general and mechanical interests of the country, must be still the same.

The present has been frequently styled the age of improvement, and our country is the one in which the spirit of the age has manifested in its strongest manner its wonderful power. Discoveries and inventions for the improvement of the mechanic arts are daily developing their ingenuity. Of our people, almost every day some

new art is introduced, some new branch of business established; and it cannot be placing too much reliance upon the energy and enterprise of our countrymen to predict, that in twenty years, and probably in a shorter time, every article, the manufacture of which it is proposed to substitute for those at which the convicts are now employed, will be made in this country; if this is correct, the question may be asked, how much will the mechanic gain? How much will the general interest of the country gain, by merely altering the details of the present system, so as to shift the burthen from one class of mechanics to another? But it is answered by the Commissioners, "It has always been considered highly desirable for every State to have within itself, the power of supplying its own wants, and should the suggestion in reference to the further introduction of new branches of business in the prison be adopted, no just cause of complaint can be made by persons afterwards embarking in the same business."

The first assertion is perfectly correct, but it by no means follows, that this desirable end is to be obtained by the interference of government, or by converting the receptacles of felons into the nurseries of the arts. The wants of the country will be best supplied by the natural stimulus of trade, operating upon and developing the skill and enterprise of our countrymen.

Political economists are pretty generally agreed upon the advantages of free trade, and it is equally injurious to obstruct the further development of the resources of the country, as it is to hamper trades which already exist; equally impolitic to effect this end by legislative restrictions, as by the support and continuance of a great manufacturing monopoly.

Every citizen has a right to enter into any trade he pleases, to commence the manufacture of any article, for which we are now indebted to foreign nations; and although this right may never have been exercised, still it is a right which it would be unjust for government to take from him. He may be restrained from exercising this right from causes operating in other countries, but if when those causes are removed and he chooses to exercise it, he finds himself restrained by the acts of his own government. He has a just cause of complaint, unless the public utility of those acts is very apparent.

The establishment of new trades in our prisons is virtually depriving the citizen of the right to enter into the manufacture of those articles by depriving him of the power; and whoever should choose to exercise his skill in the the manufacture of silk goods, fine cutlery, and numerous other articles, and should find himself injured or entirely restrained by the competition of prison labor, would have cause to complain of an infringement of his rights without the great good resulting to the public which alone could excuse it. The plan of employing convicts at public works prosecuted by the State is equally inefficacious, as is justly observed in the report of the commissioners, "It is impracticable to any useful extent; if employed on public buildings, or any other branch of mechanical labor, the evil is in no respect removed. The State works are as useful in employing citizen mechanics as private enterprise: the whole amount of mechanical labor for the citizen mechanics to perform would not be increased by such a change, nor is it otherwise practicable, as there are no State works of permanent continuance to be done. The Erie canal employs but few men, and those are scattered through its whole extent, in small parties of three or four in a place, and the expense of confining and guarding convicts would be more than their services are worth. The employment upon all public works authorized by the Legislature must be temporary in its character, and any disposition of convicts in that way, if practicable in a single instance, would be but temporizing with the subject, and leaving others to do what had better be done at once, the regulation of a permanent system."

But two plans present themselves which promise to afford effectual and permanent relief, both attended with serious objections, which however should not prevent our bestowing upon them our attentive consideration. The first, the establishment of penal colonies, to which convicts may be sent for punishment, is one which recommends itself in the strongest manner to the judgment of the undersigned; it promises to do more for the interest of society and the convict; and an unprejudiced view of its advantages, in his opinion, will finally dictate its adoption.

It would, in the first place, secure to society, in a much more effectual manner than at present, the grand end and aim of punishment, the prevention of crime. It would completely and effectually remove all ground for complaint among the mechanics.

It would offer a much greater chance of reformation among the convicts, the stigma of felony attaching equally to all would not prove an insuperable bar to reformation. It might, perhaps, do much towards disseminating the blessings of civilization in some benighted portion of the world. If established upon some part of the coast of Africa it might prove the germ of a great nation, opening to us new markets for the products of this country, reducing the almost insurmountable barriers of soil and climate which nature invariably opposes to the first encroachments of civilization, and ultimately affecting for good the destinies of half a world. The remote prospect of benefit to posterity, or to foreign and savage countries, would be of no weight, if urged in support of a bad system; but when superadded to other and more cogent reasons it is not unworthy of the attention of the philanthropist.

The principle objection to the establishment of penal colonies and the transportation of criminals is, in the first place, the expense; this would, in the commencement of the colony, be heavy; but the objection will be deprived of half its importance when we come to compare the expense with the benefit expected to flow from it. No great plan of public improvement can be carried into effect without more or less expense, and although the spirit of economy is exceedingly praiseworthy, a contracted consideration of dollars and cents should not alone influence us in cases which involve questions both of justice and public utility.

But in all probability the expenses which would arise from carrying into effect this suggestion, would not be so great as is by many supposed. The acquisition of the necessary territory could be made at little or no cost, and the undersigned cannot conceive how the transportation of the convicts or the creation and support of the necessary marine should draw very heavily upon the resources or impose any unbearable burthens upon the inhabitants of a country so rich and flourishing as ours. Besides, when the colony shall have been firmly established, there will be a demand for productive labor, and the convict might then be able, by his labor, which would not then interfere with any of our citizens, to defray the entire expense of his transportation.

The second objection to the plan of transportation is, that it could only be carried into effect under the auspices of the general government; that it would require a change in the relations of the State government and the United States, and some modifica-

tion in the constitution of each. This, however, is an obstacle by no means insurmountable, and the difficulties attending it ought not to deter us from the attempt. But, although it can ultimately be removed, it is at present a serious objection, inasmuch as it would require time to accomplish it, and the exigency of the subject demands some immediate legislative action. This fact, while it does not detract from the positive merits of the suggestion, renders it inferior for present adoption, in point of expediency, to the plan of solitary confinement.

This recommends itself to the judgment of the undersigned by the shortness of time in which it could be carried into effect, and by the perfect relief it would afford to those who now think themselves aggrieved.

Considerations of humanity are said to be opposed to it. It exerts a deleterious influence upon the health of the convict, and is therefore inexpedient.

The undersigned cannot perceive the force of this argument, or why the health of the convict should be consulted at the expense of the health and well being of the body politic. The same praiseworthy but mistaken feeling might dictate the abolition of capital punishment, because it interferes with the health of the criminal, or of all punishment, because it sometimes inflicts mental pangs much more severe than any bodily ones.

The general impression of the evils of solitary confinement the undersigned believes to be much exaggerated; but supposing that it is not, if its continued effect upon the mind and body of the prisoner is more than he ought to endure, the terms of confinement can be abridged so as to mitigate its evils and inflict only the requisite degree of punishment.

In conclusion, the undersigned begs leave to state, as the result of the attention and reflection which he has bestowed upon the subject, his opinion, that solitary confinement without employment at any mechanical trades, is, for the present, the most effectual remedy that presents itself, one which will afford immediate relief, which can be adopted without any extra expense, which will allow time for consideration of the merits and demerits of penal colonies, and for carrying into effect the preliminary measures necessary for their establishment.

All of which is respectfully submitted.

THOS. N. CARR, *Chairman.*

The bill accompanying this report was presented to the committee by Mr. Joseph P. Simpson, one of the delegates from the New-York executive committee upon "State Prisons," with the following remarks:

"The hon. the committee will allow me to say, that I am persuaded that the views of the Hon. C. Humphrey, in his report of last session, as to the transportation of convicted felons, meets with the response of every intelligent mechanic in New-York, and I think that the governor ought by law to be authorised to invite the attention of the several State Legislatures, through the respective governors thereof, to this subject immediately."

(Signed,)

JOSEPH P. SIMPSON.

STATE OF NEW-YORK.

No. 331.

IN ASSEMBLY,

March 27, 1835.

REPORT

Of the Canal Commissioners on the petition of M. H. Fairservice.

The Canal Commissioners, to whom was referred by the Assembly, the petition of M. H. Fairservice, submit the following

REPORT:

The petitioner alleges that in 1817, he entered into a contract with two of the Canal Commissioners, for constructing section No. 5 of the middle section of the Erie canal, excepting 20 rods on the east end of said section; that the section is located in a swamp; that the years of 1817 and 1818 were wet and cold, provisions scarce and dear, and that before the job was taken from his hands by the Commissioners, he had expended \$2,000 more than he had received.

He further states, that after this contract was taken from his hands, he agreed with Mr. Holley to construct 20 rods on the east end of section No. 5, which was completed according to contract, and for which he has never received any compensation.

The petitioner states that he is justly entitled to pay for services rendered on the first job, but that he does not now present a claim for it, and merely asks pay for the job of 20 rods.

The Commissioners have no personal knowledge of this matter, and can therefore give no information except what is derived from papers on file in the Comptroller's office.

It appears that on the 9th of July, 1817, the petitioner entered into a contract for constructing "all that part of section No. 5 which lies between the west end thereof, and a stake standing near Brown's brook, in the line of said canal, and marked F, being the whole of said section, except a small part at the east end, left out of the contract to aid in the construction of a culvert."

The petitioner is charged on the Comptroller's books with \$4,935 for labor on his contract, and for two bridges on roads crossing the canal on said section. He is credited with the sum of \$2,835, leaving a balance against him of \$2,100, which has been carried to the account of William Clark, who it appears completed the work comprised in the contract of the petitioner.

On the 27th June, 1817, a contract was given to H. & C. Adams and George Seton, for one-fourth of a mile, being a part of section No. 4; and on the 20th Dec. 1817, a contract was executed with George Seton, "to grub, clear, excavate and embank that part of the Erie canal which lies between the east end of M. H. Fairservice's contract, and the contract of H. & C. Adams and Seton, being a part of sections No. 4 and 5, and containing about 20 rods more or less."

The petitioner states that he "agreed with Myron Holley, (verbally) to grub, excavate, make and finish 20 rods on the east end of section No. 5, which was completed according to contract, as will more fully appear by the affidavits herewith presented." The affidavits referred to by the petitioner do not accompany his petition.

H. & C. Adams and Seton had a contract as above stated, for section No. 4, and George Seton, for 20 rods between the east end of M. H. Fairservice's contract, and the contract of H. & C. Adams and Seton. The 20 rods included in the contract to George Seton is evidently the same 20 rods for which the petitioner claims to be paid. On this contract, and the contract of H. & C. Adams and Seton, Seton has received \$2,805.61, and it is probable that he must have executed a part, or the whole of the work.

There are no papers on file in the Comptroller's office in support of the allegation of the petitioner, that he was a contractor, or performed any part of the work in question, or from which the least inference can be drawn that he has performed work for which he has not been paid.

The petitioner does not state that he at any time demanded payment of his contract, or that the Commissioners refused to pay him, nor does he give any reasons why a claim, so entirely equitable if true, has been suffered to lay dormant for 14 or 15 years.

From the information which the Commissioners have on this subject, they cannot believe that the petitioner has any sort of claim on the State for work done on the Erie canal.

WM. C. BOUCK,
MICHAEL HOFFMAN.

March 27th, 1835.

STATE OF NEW-YORK.

No. 332.

IN ASSEMBLY,

March 27, 1835.

REPORT

Of the select committee on a resolution of the Assembly of March 14, 1835.

Mr. Parker, from the select committee to whom was referred the resolution to "inquire into the expediency of purchasing a house in the city of Albany, on the Academy square, belonging to Henry L. Webb, Esq., for the residence of the Governor of this State,"

REPORTED:

That your committee have had the subject with which they were charged by said resolution under consideration, and given it that attention and investigation which they think it demands.

From a personal examination of the house in question, your committee are satisfied that it is new and recently built, and that it has never been occupied except the basement story. In point of location, material, architecture, finish and convenience, it does honor to the enterprize and correct taste of the builder, and strongly commends itself to the favorable consideration of the committee as being a fit and proper building for the State of New-York to own, as a residence for the Governor.

Your committee are satisfied from the evidence adduced to them, that the lot was purchased, and the house erected at the lowest cash prices, and cost between twenty and twenty-two thousand dollars; that the whole is now offered to the government at the reduced price of eighteen thousand dollars, which, in the opinion of

[Assem. No. 332.]

your committee, is much lower than a lot as advantageously located, and a house and fixtures of the same dimensions and as substantially erected, could now be purchased or built for cash in this city. While your committee on the one side would deprecate an extravagant, lavish and wasteful expenditure of the public money for useless purposes, they would at the same time encourage, recommend, foster and hold dear those sacred principles of *independence* and *freedom* which should forbid the Chief Magistrate of your State becoming the tenant of any man. He is for the time being the people's man, and his castle should be the people's house. No one individual should be permitted to take to himself the honor of being the landlord to your Governor, while it ostensibly belongs and should be divided amongst the people at large, who have for years paid rent and taxes on a house and premises occupied by your Chief Magistrate.

It is the opinion of your committee, that a just regard to State pride, national character and sound policy, would dictate that the government should own all such buildings as it is under the necessity of occupying and furnishing to its public officers, and that the one referred to by the resolution is peculiarly well calculated for a permanent residence of the Governor.

Your committee are therefore of the opinion, that it is expedient and proper for the State to purchase the house mentioned in said resolution, at the sum of eighteen thousand dollars, for the residence of the Governor, and have therefore directed their chairman to prepare a bill for that purpose, and ask leave to introduce the same.

STATE OF NEW-YORK.

No. 335.

IN ASSEMBLY,

February 28, 1835.

ANNUAL REPORT

Of the managers of the Brooklyn Savings Bank.

TO THE LEGISLATURE OF THE STATE OF NEW-YORK.

Pursuant to the act incorporating the Brooklyn Savings Bank, the managers beg leave to present their annual report, which is as follows:

| | |
|---|--------------|
| The amount received from depositors from 1st January, 1834, to 1st January, 1835, is..... | \$48,166 68 |
| Interest due depositors from 1st January, 1834 to 1st January, 1835,..... | 4,164 52 |
| | <hr/> |
| | 52,331 20 |
| Amount paid depositors from 1st January, 1834 to 1st January, 1835,..... | 36,187 53 |
| | <hr/> |
| | 16,143 67 |
| Amount due depositors 1st January, 1834,..... | 95,723 32 |
| | <hr/> |
| Amount due depositors 1st January, 1835,..... | \$111,866 99 |

The funds consist of

| | |
|------------------------------------|-------------|
| Cash in bank,..... | \$47,728 96 |
| Loans on bonds and mortgages,..... | 59,500 00 |
| Brooklyn village stock,..... | 5,000 00 |
| | <hr/> |

Carried forward.

[Assem. No. 335.]

| | | |
|---|----------|-------------|
| Interest on bonds and mortgages to 1st | | |
| January, 1835, not collected,..... | 1,605 00 | |
| | <hr/> | 113,833 96 |
| Leaving a balance in favor of the bank of | | <hr/> <hr/> |
| | | \$1,908 97 |

All of which is respectfully submitted.

A. VAN SINDEREN, *Pres't.*
JAS. S. CLARK, *Sec'y.*

Brooklyn, Feb. 12, 1835.

STATE OF NEW-YORK.

No. 336.

IN ASSEMBLY,

March 30, 1835.

REPORT

**Of the select committee on the petition of inhabitants
of Haverstraw, Rockland county.**

**Mr. Cee, from the select committee to which was referred the
petition of inhabitants of the town of Haverstraw, in the county
of Rockland,**

REPORTED:

**That they have had the same under consideration. The peti-
tioners represent, that in the village of Samsondale and its vicini-
ty, there are several large factories, and other valuable property,
in wooden buildings, which is very liable to be destroyed by fire.**

**That a fire company, invested with the necessary powers and
privileges, is very much needed in that place; and believe that the
objects and operations of such a company would be greatly en-
hanced by an act of incorporation. They have presented to your
committee a bill, which they ask leave to introduce.**

STATE OF NEW-YORK.

No. 337.

IN ASSEMBLY,

April 1, 1835.

AMENDMENT

Offered by Mr. Livingston, to a resolution proposing an amendment to the Constitution of this State.

Resolved, That the following amendment be proposed to the Constitution of this State, and that the same be referred to the Legislature next to be chosen, and published in pursuance of the provisions of the first section of the eighth article of the said Constitution:

“ There shall hereafter be a supreme court and a superior court of common pleas in this State.

“ The supreme court shall be denominated the supreme court of the State of New-York. It shall possess exclusive jurisdiction in cases of quo warranto, mandamus, certiorari and prohibition, and on writs of error in criminal cases.

“ The superior court of common pleas shall be denominated the superior court of common pleas of the State of New-York, and shall possess exclusive jurisdiction on writs of error from the superior courts of common pleas.

“ In all other cases the said two courts shall possess concurrently, the present jurisdiction of the supreme court.

“ The said two courts shall be co-ordinate, and writs of error shall lie from each directly to the court for the correction of errors.

“ There shall be a chief justice and four other justices of the supreme court, and no greater number, without the Legislature shall otherwise direct, either or any of whom may hold the said court. There shall also be a chief justice and four other justices of the superior court of common pleas, and no greater number, without the Legislature shall otherwise direct, either or any of whom may hold the same. The said justices, any or either of them, may preside at the courts of oyer and terminer, and may hold circuit courts for the trial of issues of fact joined in either court, in the several counties of this State, and it shall be their duty to hold such courts in each of the said counties at least twice in every year. They shall also be members of the court for the trial of impeachments and the correction of errors, but neither of the said justices shall vote on the final decision of any writ of error returned from his own court. The said justices shall be nominated by the Governor to the Senate, and shall be appointed by him with their consent, and shall hold their offices during good behavior, or until they shall attain the age of sixty-five years.

“ The Legislature shall pass such laws as may be necessary to carry into effect the organization of the said courts pursuant to these provisions.

“ The office of circuit judge shall be established on the first day of March, 1837. So much of the Constitution as is contrary to or inconsistent with these provisions, is hereby annulled.”

STATE OF NEW-YORK.

No. 338.

IN ASSEMBLY,

April 1, 1835.

RESOLUTION

Proposing an amendment to the Constitution of this State.

Resolved, That the following amendment to the Constitution of this State be proposed and referred to the Legislature next to be chosen, and that the Secretary of State cause the same to be published for three months previous to the next annual election; in pursuance of the first section of the eighth article of the said Constitution.

“The Legislature may abolish the office of circuit judge, and may provide by law for increasing the number of chancellors and judges of the supreme court, and defining their powers and duties; and may from time to time so organize the court of chancery and the supreme court, as to prevent delays of justice and to promote the public convenience; and such additional chancellors and judges shall be members of the court for the trial of impeachments and the correction of errors.”

STATE OF NEW-YORK.

No. 342.

IN ASSEMBLY,

April 1, 1835.

REPORT

Of the Commissioners of the Land-Office, on the application of Edward W. De Grove for certain escheated land in the city of New-York.

The Commissioners of the Land-Office, in pursuance of the twenty-third section of the act entitled "An act concerning escheats," passed April 29, 1833, (laws of 1833, p. 472,) respectfully submit the following

REPORT.

Edward W. De Grove, on behalf of himself and others, lineal descendants of Peter and Rebecca De Grove, presented a petition to the Commissioners of the Land-Office, pursuant to the directions of the aforesaid act, for a grant of such interest as the people of this State have acquired by escheat in a lot of ground on the southerly side of Wall-street, in the city of New-York, now in the possession of the Fulton Fire Insurance Company, known and distinguished as lot number thirty-three, and being in breadth on Wall-street about thirty feet, in the rear about thirty-one feet, and in depth on the east side about thirty-seven feet six inches, and on the west about forty-four feet.

The facts, of which satisfactory proof has been furnished, are as follows. Previous to the year 1743, John Anderson married Rachel, the daughter of Peter and Rebecca De Grove. In the year 1746, Peter De Grove and Rebecca his wife conveyed the premises in question to their son-in-law, John Anderson, for the con-
[Assem. No. 342.]

sideration of one hundred and eighty pounds. Anderson died in January, 1749, leaving a widow, (Rachel,) and a daughter named Rachel, who was his only heir at law, and to whom, there being no will, the estate descended. Rachel, the daughter and heir at law of Anderson, intermarried with Capt. Thomas White, and died seised of the premises in question, about the commencement of the American revolution, leaving no child or lineal descendant.

At this time it is said the escheat took place, the said Rachel White having left no heir at law capable of inheriting the estate. The evidence to prove that fact must, of necessity, be of a negative character; but it has in this case acquired great force from the consideration that, although half a century has elapsed since the death of Rachel White, no one has yet appeared to claim the estate as her heir at law. This remark should, however, be qualified by the fact, which will be stated more fully hereafter, that one of the descendants of Peter and Rebecca De Grove attempted to recover a share of the property as heir at law of Rachel White.

After the death of Rachel White, her husband, Thomas White, and her mother, Rachel Anderson, continued in possession of the premises in question until 1779, when Rachel Anderson died. Thomas White still continued in possession, and died previous to the year, 1784, leaving a widow, Ann, (his second wife,) and several children by her. Ann White, the widow, with her children, continued in possession until her death, which happened about the year 1826. In June, 1828, the executors of Ann White conveyed the premises in question to the Fulton Fire Insurance Company, for the consideration of twenty-one thousand and fifty dollars, with covenants of warranty. At the same time the children and grandchildren of Ann White conveyed all their interest in the premises to the said Insurance Company, for the consideration of twenty-one thousand and fifty dollars, with covenants of warranty.

So far as appears, Thomas White had no right whatever to the premises after the death of his first wife, Rachel; and neither Ann, the widow of White, nor her children and grand children had any title, and consequently could not grant any to the Fulton Fire Insurance Company. There is not only the absence of all proof to show any right in Thomas White or his widow, Ann, but there is very decisive evidence to the contrary. In October, 1779, Thomas White was attainted of adhering to the enemies of

this State, and all his estate declared forfeited to the people. 1 Greenleaf, 26; Laws of 1779, chapter XXV. section 1.

The commissioners of forfeitures, supposing White to be the owner of the property in question, then occupied by himself or his family, declared it forfeited to the people, and the same was located by Charles M'Knight, a creditor of the State.

Ann White, by the description of "Ann White, widow and relict of the late Thomas White, deceased," thereupon addressed a memorial to the Legislature on the 12th day of November, 1784, "in behalf of the absent heirs of the late captain John Anderson, deceased." It will not be necessary to recite the whole of this memorial. It stated among other things, that she then lived in the house in question, and that it was conveyed to Anderson in 1746: "That the widow of the said John Anderson lived in the said house until the time of her death," in 1779: "That the first wife of your memorialist's late husband was a daughter of the said John Anderson, from which circumstance, added to that of his living many years in the house, an opinion was entertained that it was the property of the said Thomas White: That in consequence of this opinion, and a law of this State" attainting White, "a location was laid on said house, and the same was appraised agreeably to the directions of the said act: That your memorialist conceiving it her duty to undeceive the gentleman who had made the location, and to prevent the commissioners from involving the State and injuring the absent proprietors by executing a deed for the same, made a representation of the preceding circumstances, in consequence of which representation the gentleman concerned in the location, as well as the commissioners, agreed that all further proceedings therein should be stayed until the sense of the Legislature could be taken."

The memorialist further represented, that "the commissioners appeared satisfied on investigating the business, that the property of the said house was never vested in the late Thomas White, deceased, and of course that the State, by his attainder, could derive no title thereto; but from the vague circumstance of its being deemed his property, they conceive they will be under the necessity of proceeding to the sale of it, unless the Legislature interpose." She then mentions the affidavit of the executors of White annexed to the memorial, sworn the 8th of July, 1784, in

which they declare that they had "carefully examined all the bonds, deeds and conveyances belonging to the deceased, which they found in his house, and did not discover or find any deed or conveyance to the said Thomas White for the house in Wall-st. in which Mrs. White now lives, nor do they know or believe that the said Thomas White ever had any deed or conveyance for the same." The memorialist then proceeds to say, that it cannot be supposed "that Mr. White designedly destroyed the evidences respecting this house, as the same reasons must have led him to suppress other title deeds and papers, which is not the case. But the deposition of the executors, strong as it is, is not the only proof in the present case; several persons well attached to the American cause, have heard Mr. White declare, and that frequently before his attainder was thought of, and even before the late war, that the house in which he lived was not his own." She prayed that the sale of the property on the ground of the confiscation might be stayed until the further order of the Legislature.

The memorial was presented to the Assembly on the 13th November, 1784, and referred to a committee. *Assembly Journal*, 1784, p. 49. On the 31st March, 1785, the committee reported, "that from the information the committee have received, they are induced to believe that the material facts set forth in the memorial of the said Ann White, are true; and that they are of opinion a bill should be brought in to inhibit the commissioners of forfeitures in the southern district from proceeding to the sale of the house in which the said Ann White now resides, until the further order of the Legislature therein." The House concurred with the committee in their report, and ordered the committee to prepare and bring in a bill. *Assembly Journal*, 1785, p. 128.

The commissioners of forfeitures, on the 19th April, 1786, certified that they had made examinations in relation to the title of Thomas White, to the house in Wall-street, "now in the possession of Ann White, widow and relict of the said Thomas White;" and that they could not find that White had any other estate in the premises than the possession and income thereof by virtue of his intermarriage with the only child of John Anderson, in whom the estate was vested—she dying in child bed, before of age, could not have conveyed the estate to her husband White.

An act passed on the 1st May, 1786, (1 Greenleaf, 276, Laws 1786, Chap. LVIII. sec. 24,) contained a section in accordance with the prayer of the memorialist, and carrying out the report of the committee; which section was in the following words:

“ XXIV. And whereas, doubts have arisen respecting the title of the people of this State, to a certain house and lot in Wall-street, in the city of New-York, now possessed by Ann White, the widow of Thomas White, late of the city of New-York, deceased, an attainted person: And whereas, the said house and lot has been located by Charles McKnight, of the city of New-York, physician: Be it therefore enacted by the authority aforesaid, that the like relief shall be extended to the said Charles McKnight as is by this act extended to Abraham Bloodgood; and the commissioners of forfeitures for the southern district are hereby required to stay the sale of the said house and lot, until the further order of this Legislature.”

From this statement of the case, it is evident that the State either acquired a right to the property by escheat, on the death of Rachel White, or by forfeiture on the attainder of Thomas White. The Commissioners of the Land-Office are of opinion, however, that the right of people was by escheat, and not by forfeiture.— The evidence is nearly or quite conclusive, that Thomas White never had any legal interest in the property after the death of his first wife, Rachel. And it is certain that neither his second wife, Ann, nor her children, through whom the Fulton Fire Insurance Company claims title, ever had any right whatever to the property.

Ann White, in 1784, wholly disclaimed any interest in the land, and furnished such evidence as satisfied the commissioners of forfeitures and the Legislature, that her deceased husband, Thomas White, never had any interest in the land after the death of his first wife. She interfered on behalf of “the absent heirs of the late captain John Anderson,” the father of Rachel White, who died, (seised,) and as a matter of duty, to “undeceive the gentleman who had made the location, and to prevent the commissioners [of forfeitures] from involving the State and injuring the absent proprietors by executing a deed” of the premises.

It will be observed that she only spoke of “absent heirs,” and “absent proprietors” as entitled to the estate, without giv-

ing either their names or places of residence. She may have supposed that there were relatives of John Anderson in existence, who could succeed to the estate as heirs at law to his deceased daughter, Rachel White. But the fact that no such relative has yet appeared, although half a century has elapsed, furnishes very satisfactory evidence that there was no person capable of inheriting the estate.

As the death of Rachel White was then a recent event, the Legislature may have supposed it not improbable that some one would appear to claim the estate as her heir at law. But whatever opinion may have been entertained on that subject, the act of 1786 did not proceed on the ground that there were "absent heirs," but on the ground that Thomas White had no title to the property, and that it would therefore be improper for the commissioners of forfeitures to proceed to sell the land on the supposition that a right had been acquired by his attainder.

The persons who now apply for a release on the ground of an escheat, are the lineal descendants of Peter and Rebecca De Grove, the maternal grand-parents of Rachel White, who died seised. Peter and Rebecca De Grove had four children: to wit, Rachel, who married John Anderson, and was the mother of Rachel White, who died seised of the premises in question; Peter De Grove, who is said to have died a bachelor; Adolph De Grove, who survived his sister, Rachel Anderson; and Rebecca, who married ——— Albertson, and survived her sister, Rachel Anderson. Adolph De Grove and Rebecca Albertson left lineal descendants, who are the persons now applying for a release. Edward W. De Grove, who petitions for himself and others, is the great-grandson of Adolph De Grove.

The applicants, although they are of the blood of Rachel White, who died seised, are not of the blood of John Anderson, from whom the estate came to Rachel White, by descent. They could not take as heirs, for it is a rule of the common law, that collateral relations cannot succeed to the inheritance, unless they are of the blood of the first purchaser. The collateral relatives of Rachel White on the part of her father, had there been any, would have taken the estate; but collaterals, on the part of her mother, although in the same degree of consanguinity to the person who died seised, were excluded.

The rule excluding collateral relations who are not of the blood of the first purchaser, is not based upon any principle of natural justice, but had its origin in feudal times, and is peculiar to those countries where the feudal system has prevailed. The law has in this respect been so far modified by our present statute of descents, that had it been passed previous to the death of Rachel White, the descendants of her maternal grand-parents, Peter and Rebecca De Grove, would have taken the estate as heirs at law. 1 Rev. Stat. 751.

Notwithstanding this objection to their title, the descendants of Peter and Rebecca De Grove have claimed the premises in question as heirs at law. On the 30th January, 1784, Adolph De Grove, the son of Peter, and the brother of Rachael Anderson, presented a petition to the Legislature, praying that provision might be made "to give him possession of a house and lot of ground in the city of New-York, [supposed to be the property in question.] to which he claimed title." The House of Assembly thereupon Resolved, "That as the petitioner has a remedy in the ordinary course of justice, a Legislative interposition would be improper." Assembly Journal, 1784, p. 21. It does not appear that the petitioner set forth the manner in which his supposed title accrued, and the validity of the claim could not have been inquired into by the Assembly, for the resolution was adopted immediately after the reading of the petition. The resolution of the House only decides, that if the petitioner had a title as he alleged, his remedy was in the courts, and not through the Legislature.

In 1831, Mary Smith, the daughter of Adolph De Grove, commenced a suit in the superior court of the city and county of New-York, against the Fulton Fire Insurance Company, to recover an undivided tenth part of the premises in question, as one of the heirs at law of Rachel White. Judgment was rendered for the defendants. The case has not yet been published; but a note made by one of the Judges, shows that the following points were ruled:

I. That there was no possession in the plaintiff on which she could recover.

II. That she could not recover as heir to John Anderson, not being of his blood.

III. That the entry of the wife of John Anderson, must be taken to be as dowress—the title descending to the wife of White as heir of her father—and entering as dowress, her possession was not hostile to that of the real owner.

IV. That the title is now in the heirs of John Anderson, or escheated.

From this statement of the points decided, it will be seen that the plaintiff failed in the action, on account of the rule of the common law already noticed—a rule which had not been changed in this State at the the time of the death of Rachel White.

Had our present statute been enacted previous to that time, Rachel Anderson, the mother of Rachael White, would have taken the estate. 1 Rev. Stat. 752, Sec. 6. The father of Rachel White was then dead, and she left no brother or sister, nor the descendant of any brother or sister. Had the estate descended to Rachel Anderson, it would, on her death, have gone to her brother and sister, Adolph De Grove and Rebecca Albertson. Sec. 8. Had Rachel White left no mother, the estate would, according to the present rule, have descended to her uncle and aunt, Adolph De Grove and Rebecca Albertson. Sec. 7, 11.

It is on the ground of the equitable rule established by the present statute, that the descendants of Adolph De Grove and Rebecca Albertson now ask a release of such title as the State has acquired by escheat. Those descendants are numerous, and widely dispersed. Edward W. De Grove asks the grant, and thirty others, representing, as is said, more than half of the claimants in point of interests, have united in a request that the release may be executed to him. They have probably some understanding among themselves about sharing the benefits of the grant.

The applicant has in all things conformed to the requirements of the act concerning escheats. The land has been appraised at thirty thousand dollars. The case falls under the first section of the act, and the sum to be paid or secured on executing a release, (sec. 4,) will be one-fourth part of the value—or, seven thousand five hundred dollars.

As the value of the land exceeds seven thousand dollars, the Commissioners of the Land-Office cannot grant a release without the

direction of the Legislature. See sec. 8. In such cases the commissioners are instructed to report "the facts and circumstances of the case to the Legislature for their direction in the premises." Sec. 23.

In relation to the inquiry whether a release should be authorised, it may not be improper for the Commissioners to say, that the applicant and those whom he represents, have as strong a claim as is usually presented in such cases. The act concerning escheats does not proceed on the ground that the persons who apply have a legal right, for then they would not be under the necessity of asking the favor. It proceeds on the ground, that persons may stand in such a relation to the person who died seized, or through whom the title has passed, as to give them an equitable claim to the public bounty, although they cannot make title as heirs at law. Releases are sometimes granted to the widow, who, except in a single case, can never take as heir. Sometimes to one of several persons standing in the same degree of relationship to the person last seized: and in all cases falling within the powers conferred on the commissioners, they select such person or persons as, on view of all the facts and circumstances, appear to be best entitled to the grant. Before the present act was passed, releases were granted by the Legislature on special applications, and generally, if not universally, without consideration. Under the present law the Legislature is in most cases relieved from such applications, and the State derives a small revenue from that source.

In the present case, the Fulton Fire Insurance Company has not appeared to oppose the application, although the notices required by law were published, and the papers were presented a year ago. But a letter to one of the members of the last Legislature from one of the executors of Ann White, objecting to the grant, has been filed with the Commissioners.

It is said on the part of the applicants, that notwithstanding the conveyance to the Fulton Fire Insurance Company, the consideration mentioned in the deeds has never been paid. That the officers of the company, being informed of the claim of the applicants, would not agree to pay the consideration until the claim was finally adjusted; and that in the mean time the money has been so disposed of that the executors of Ann White receive the interest, and the Insurance Company enjoys the possession of the

property. This statement is rendered probable by the letter of the executor already mentioned, and by the fact that the company appears to take little interest in the present proceeding.

The question then seems to be narrowed down to the inquiry, whether the legal representatives of Ann White or those of Peter and Rebecca De Grove are best entitled to the favor of the State. On this question there can be no great difficulty in coming to a decision. Ann White and her children have had the possession and income arising from the property for fifty years, without a shadow of claim to it, either legal or equitable. Ann White herself admitted in 1784 that neither she nor her children had any interest in the land. The descendants of Peter and Rebecca De Grove were only excluded from the inheritance by a rule of the common law, which the Legislature has subsequently thought proper to abolish. They are of the blood of Rachel White, who died seised, while neither Ann White nor her children had any such consanguinity.

It is, however, objected on the part of the legal representatives of Ann White, that the right of the State is barred by the lapse of time. To this it was answered by the superior court, in the suit already mentioned, that Rachel Anderson entered as a dowress, and that her possession was not hostile to the true owner. It may be added, that Ann White, in 1784, after the death of Rachel Anderson, expressly disclaimed holding the property in her own right, and said it belonged to "absent heirs" or "absent proprietors." It will be difficult for her legal representatives to show such a hostile possession, under claim of right, as will bar the true owner.

But the Commissioners of the Land-Office do not think it necessary to decide the question of adverse possession. The applicants are willing to take the hazard of meeting that objection, if the State will, by giving a release of its interest, put them in a condition to test its validity in a court of justice.

The release will not amount to a warranty, and the State can lose nothing if the title fails. It will not preclude the persons in possession from making any defence which they could set up against the State; and they will consequently have no just ground for complaint.

Should a release be deemed expedient, the most convenient mode would be to grant it to the applicant, Edward W. De Grove; leaving the equities between him and the other descendants of Peter and Rebecca De Grove to be adjusted according to their present or any future arrangement.

Respectfully submitted.

GREENE C. BRONSON, *Att'y-Gen'l*,
JOHN A. DIX, *Sec'y of State*,
A. C. FLAGG, *Comptroller*,
A. KEYSER, *Treasurer*.

Albany, March 31, 1835.

STATE OF NEW-YORK.

No. 345.

IN ASSEMBLY,

March 30, 1835.

REPORT

Of the select committee on the memorial of the mayor, recorder, aldermen and commonalty of the city of Schenectady.

Mr. Ostrom, from the select committee to whom was referred the memorial of the mayor, recorder, aldermen and commonalty of the city of Schenectady, praying for the passage of a law to empower and enable them to supply said city with an ample quantity of water for extinguishment of fires, and for domestic purposes,

REPORTED:

That, from the best information your committee can obtain, the city of Schenectady is now but illy supplied with that valuable article, water. The fact is that this city has been repeatedly visited with several calamitous and distressing fires during the last twelve months, and it is reasonable to expect that these distressing occurrences will become more frequent, as the population increases, unless some effectual remedy is provided. The city of Schenectady can be furnished with water more conveniently than any other city within our knowledge, as it is located in the form of a basin on low ground, surrounded by high hills, from which flow numerous streams of the purest water.

Under these circumstances the memorialists pray for the passage of a law authorizing and empowering them to supply said

city with water, and to borrow money on the credit of the city, to enable them to prosecute this important object.

The requisite legal notices appear to have been published; and your committee seeing no good reason why the request of the memorialists should not be granted, beg leave to introduce a bill conformable thereto.

STATE OF NEW-YORK.

No. 346.

IN ASSEMBLY,

April 1, 1835.

REPORT

Of the select committee on the memorial Gershom Corwin.

Mr. Dayan, from the select committee, to whom was referred the memorial of Gershom Corwin,

REPORTED:

That they have had the said memorial under consideration.— The memorialist in his memorial sets forth, that on the 11th day of December, 1806, he received a patent from the State for a part of lot No. 3, in the military tract, situated in the township of Sterling; by which patent the people of this State conveyed to the memorialist a good and indefeasible estate of inheritance for and during his life, with remainder to his children; that he took and has ever since held and possessed the said land described in the said patent; that he is now seventy-seven years of age; and that in consequence of his extreme age and bodily infirmity, he is unable to labor and to support himself; that his wife, Margaret Corwin, is still living.

Your memorialist further sets forth, that he has had three sons, one of whom died without issue, and another died leaving four children, all now living; that his surviving son, Joseph Carpenter Corwin, now residing in Hannibal, Oswego county, has seven children; that his said son, Joseph Carpenter, is incapable of managing the property, and that the same will be squandered, when the same becomes subject to his control. The memorialists therefore prays

that he may be permitted to sell and dispose of so much of the said land so patented as may be necessary to maintain himself and wife, as long as he may live, and to make a suitable provision for the maintenance of his wife after his death out of the said land. He further prays that the rest and residue of the estate may be conveyed to his said son and to his said grand children in such way and manner as the memorialist may think fit and proper.

The facts set forth in the memorial are corroborated by the affidavit of the memorialist and others.

The memorialist prays first, to be authorized to sell the whole or part of the land for his support, being unable to support himself in any other way. This he may do without any legislative interference; but all he can sell, and all the Legislature could authorize him to sell, would be the same intent which the tenant now has, to wit: to sell for and during his life. The memorialist next prays that he may be authorized to make provision out of the land towards the maintenance of his wife, should she survive him. The widow of a tenant for life cannot be endowed of the lands when the estate terminates at the death of her husband; and most clearly, if the husband cannot dispose of the future right, he being a tenant for life, in one way, he cannot in another. The memorialist next, in consequence of the total inability of his son to manage the estate, and his fears that he will squander the same, prays that he may be authorized by the Legislature to dispose of the same to his son and grand children in such way and manner as he may think proper.

In 1806, the State parted with all their right and title to the land described in the patent mentioned in the memorial. By that patent, the State granted the land to the memorialist for life, with remainder to his children. A remainder cannot be created upon an intermediate estate which may or may not determine; nor can it be created upon a condition annexed to the intermediate estate, which may or may not be broken. The contingency upon which the remainder rests, or is predicated, must be absolute and certain. Apply these principles to the present case, and no rational doubt can be entertained. In this case, the intermediate estate is for life, the remainder to the children; to this grant there is no condition, and the contingency, which is the death of the tenant for life, is absolute and certain, according to the established laws of nature.

Hence it follows that the State has divested itself of all right to, and control over these lands, and can have no further right or control except by future purchase or by escheat.

The rights, as vested by that patent, can never be disturbed, except by the acts of the parties or the silent operation of the law. The lesser might be merged in the greater estate. The remainderman might extinguish the intermediate estate, and thereby take the whole before the happening of the contingency expressed in the patent: and it is believed that the tenant for life might be the heir, devisee or purchaser of the right of the remainderman, and thus center in himself the whole title; but all this could be done without any permission from the State, the original grantor; nor could the State in any manner interfere or prevent it, for the reason that the original grantor parted with his whole title, reserving no reversion.

The committee think that if the evils anticipated by the memorialist should occur, that the court of chancery are clothed with ample and sufficient powers to afford relief. The committee have therefore come to the conclusion that the prayer of the memorialist ought not to be granted, and have directed their chairman to ask leave to offer the following resolution:

Resolved, That the prayer of the memorialist ought not to be granted.

STATE OF NEW-YORK.

No. 349.

IN ASSEMBLY,

April 3, 1835.

REPORT

Of the Commissioners of the Land-Office on the petition of John Ridden, and Catharine his wife, in relation to certain escheated lands in the city of New-York.

The Commissioners of the Land-Office, to whom was referred by the Assembly, the petition of John Ridden, and Catharine his wife, in relation to certain escheated land in the city of New-York, respectfully submit the following

REPORT:

Jacob Cram heretofore presented a petition to the Commissioners of the Land-Office, in pursuance of the "act concerning escheats," (Laws 1822, p. 472,) stating in substance that Edward P. Brady, in the year 1821, died seised of a certain house and lot in the city of New-York, and leaving no heir capable of inheriting the same. There was at the time an outstanding mortgage on the property, executed by Brady in his life time, which was foreclosed in the court of chancery after his death, and the property was purchased at a master's sale, made in pursuance of the decree of foreclosure, by Catharine, the widow of Brady, for the sum of five thousand seven hundred dollars. How much was due on the mortgage for principal, interest and costs, is not stated. Catharine Brady, on making the purchase, executed a mortgage of the property, bearing date the 17th December, 1821, to Charles Racey, the original mortgagee, to secure the payment of four thousand dollars, with interest. Catharine Brady, who executed the last mortgage

afterwards intermarried with John Ridden. This mortgage was foreclosed in the court of chancery in September, 1833, and the property purchased by Jacob Cram, for the consideration of seven thousand eight hundred and fifty dollars.

Mr. Cram says he supposed that he acquired a perfect title on the sale, but doubts have since arisen, from the fact that the State was not made a party to the foreclosure of the first mortgage—the State being entitled to the equity of redemption under that mortgage by escheat, in consequence of the death of Edward P. Brady, without heirs. The land was appraised by the assessors, pursuant to the act concerning escheats, at seven thousand dollars, and Mr. Cram published notices of his application, and in other respects conformed to the requirements of the statute.

All the interest which the State can have in the land, is the difference between its value, (appraised at \$7,000,) and the amount due for principal, interest and costs on the first mentioned mortgage. As that amount is not stated in the papers, the sum upon which the per centum required by the statute to be paid on executing a release should be charged, cannot be given.

If Catharine, the widow of Brady, now Catharine Ridden, had applied for a release before the sale on the last mortgage, the amount due for principal, interest and costs on the first mortgage would have been deducted from the value of the land, pursuant to the act of 1834. Laws of 1834, p. 31. Of the balance, she would have been required to pay into the treasury one-twentieth part.—See sec. 4, original act. But on the application of Mr. Cram, the Commissioners of the Land-Office could not accept less than one-fourth part of the value. See subdivision four of section 4.

John Ridden, and Catharine his wife, in their petition to the Legislature, pray that a release may be granted to Mr. Cram, either without consideration, or on payment of one-twentieth, instead of one-fourth part of the value of the land, after deducting the encumbrance.

The Commissioners of the Land-Office can perceive no sufficient ground in this case, for releasing the interest of the State without consideration; but it does not appear improper to grant to Mr. Cram, on the same terms that would have been required of the widow, had she applied before the sale on the last mortgage.—

Should the Legislature entertain that opinion, the object will be attained by an act declaring that "the Commissioners of the Land-Office may release to Jacob Cram, all such interest as the State acquired by escheat on the death of Edward P. Brady, to a house and lot of land situate on Catharine and Monroe-streets, in the city of New-York, on the same terms that such release might have been granted to the widow of the said Edward P. Brady, if the land had not been subsequently transferred."

Respectfully submitted,

GREENE C. BRONSON, *Att'y-General.*

A. C. FLAGG, *Comptroller.*

JOHN A. DIX, *Secretary of State.*

A. KEYSER, *Treasurer.*

Albany, April 2, 1835.

STATE OF NEW-YORK.

No. 350.

IN ASSEMBLY,

April 3, 1835.

REPORT

Of the select committee on the petitions of John Lorimer Graham, and others.

Mr. Brasher, from the select committee to which was referred sixteen petitions, severally made by John Lorimer Graham, Reuben Withers, Daniel Jackson, Ellis Potter, John Devoo, Peter Ferriere, John Downes, John Miller, John Morrell, Lewis Sandford, Peter Wyckoff, John C. Halsey, William Lake, Thomas Lake, Richard Lake, James Gould, Silas Butler, Charles O. Handy, William Sinclair, Charles Dickinson, James B. Taylor, Joshua Webb, John S. McKibbin and Thomas Nicholls, praying for the passage of a law granting to them, respectively, certain lands, and lands covered with water, in the East river, adjacent to land owned by them, respectively, in the village of Williamsburgh, county of Kings,

REPORTED:

The several petitions represent that the petitioners therein named are the owners in fee of the land therein mentioned fronting on the East river in the village of Williamsburgh, county of Kings, the boundaries and dimensions of which land are particularly described in each petition, and also on a map made of each of said pieces of land by Daniel Ewen, one of the city surveyors of the city of New-York, and which maps are severally annexed to each of said petitions.

That each of said petitions and maps also describes the boundaries and dimensions of the land, and land under the water, for which the said several petitioners desire a grant from the Legislature. The petitioners also represent that the making of said grant will not prejudicially affect the channel of the East river, but will deepen and improve the same. The said petitioners have submitted to the committee a map of the East river, made by the said Daniel Ewen, shewing the whole water front of the said village of Williamsburgh, and the extent of the several proposed water grants to the petitioners and future applicants.

Your committee agree with the petitioners that uniformity as to line and distance should be observed in making these grants, and that it will tend to advance the public interests should those now asked for, and all future grants which are applied for in the same vicinity, be made to conform to the water line described upon the said map of the East river: that, with a view to the preservation of said map and to insure such uniformity, your committee deem it advisable that said map should be filed with the Commissioners of the Land-Office, a copy thereof with the clerk of the said county of Kings, and another copy thereof with the clerk of the said village of Williamsburgh.

Your committee find that the facts stated in said several petitions are fully substantiated by the affidavit of said Daniel Ewen, who prepared said maps, to which and the said maps your committee beg leave to refer.

Your committee can perceive no reasonable objection to the granting the prayer of said several petitions: they therefore ask leave to introduce a bill for that purpose.

STATE OF NEW-YORK.

No. 353.

IN ASSEMBLY,

April 4, 1835.

REPORT

Of the select committee on the petition of the "Roman Catholic Benevolent Society of the city of New-York."

Mr. Rice, from the select committee to whom was referred the petition of "The Roman Catholic Benevolent Society of the city of New-York," praying for a change of its title and an extension of its charter,

REPORTED:

That your committee, to whom the petition of the said Roman Catholic Society was referred, have carefully examined the same, and upon such examination highly approve of its meritorious objects and beneficial exertions in assisting the necessitous and protecting the orphan.

And finding, furthermore, that for the carrying such objects more into effect and practical utility, the said society have founded a large and well built asylum in Prince-street, in the city of New-York, and which is devoted exclusively to the receiving of orphan children entirely destitute of the means for a sustenance or a requisite care; and also clothing, educating and maintaining them free of all expense during their helpless childhood, and until they arrive at a sufficient or suitable period of life to be bound out to a trade, service, or some other useful and honest mode of livelihood.

And as the entire care and efforts of said society have been and now are devoted to render charitable aid to such destitute orphans; and as the maintenance of such an asylum is of paramount importance, it being a comfortable home for him or her, as both sexes are received, and derive a similar participation of its patronage; consequently the asylum itself is the great and primary object of the attention of the said society, for without it as a receptacle, no matter how benevolent the intention, yet the action in a practical sense would be paralyzed: Therefore,

Influenced by this consideration, the petitioners request, and your committee approve of changing the name of the said Roman Catholic Benevolent Society, to that of "The Roman Catholic Orphan Asylum in the city of New-York," as a title more appropriate in the estimation of the petitioners, and in the opinion, not only of the numerous benefactors of the Institution, but also in that of your committee.

Your committee, furthermore, having examined the alleged cause or necessity, on the part of the petitioners, in applying for an extension of the privileges of the present charter, beg leave to state:

That the said asylum, at the time of application, and now contains, supports, clothes and educates the large and actual number of *one hundred and sixty-eight* orphans, deprived of father, mother, friends or means! consequently it requires a large annual contribution from individual sympathy and public benevolence to supply its contingent necessities. And many, very many, more orphans are now seeking admission, and who would not seek it in vain if circumstances allowed. But the means and limitations of the institution, as now circumstanced and circumscribed, reluctantly refuse the orphan's prayer for admission.

And your committee, believing in the opinion of the petitioners, that if the limitations or privileges of the charter of the society were enlarged as is prayed for, there are and doubtless would be many charitable and competent individuals, from one period to another, who would so far aid the said institution as to render it capable and enabled to receive all whose wants and orphanage might apply for admission.

Your committee believe that this can be effected by acting on the aforesaid suggestions, viz: of extending the charter of said

society, so far as it relates to the amount of real or personal estate which might be holden by virtue thereof.

Your committee perceive, that according to the limitations of the present charter, the said society may receive and hold real or personal estate to an annual amount equal to twenty-five dollars per year for each and every orphan in said asylum; and as your committee, after a mature and deliberate discussion of the average expense of each one, perceive that the present limitations are far too narrow and small to maintain its existence, much less to enable the institution to extend its benefits to those now applying for such, and for which the petitioners pray, and your committee think justly, that they may be authorized to receive and hold, by gift, grant, devise or bequest, personal or real estate amounting to an annual income equal to seventy-five dollars per year for each and every orphan educated, maintained and clothed in said asylum.

Your committee consider, in unison with the petitioners, that this amount would be a fair allowance, and that such an extension is absolutely necessary for the above worthy and pious objects and preservation of the institution.

In conclusion your committee respectfully state, that in reference to the cause assigned, and praying for a change of name or title of the said society, and the facts as satisfactorily adduced, and praying for an extension of the charter of the said corporation, they see no reason why both should not be granted, and have directed their chairman to report by bill.

All of which is respectfully submitted.

STATE OF NEW-YORK,

No. 357.

IN ASSEMBLY,

April 8, 1835.

REPORT

Of the majority of the select committee on the petition of Lucas Elmendorf.

Mr. Stetson, from the majority of the select committee to whom was referred the petition of Lucas Elmendorf, praying compensation for services rendered under a law of this State,

REPORTED:

That the petitioner's claim on the State for compensation is founded on an alleged irregularity in the proceedings of certain commissioners appointed by the Governor and Council of Appointment under an act, entitled "An act to amend the act incorporating the Neversink turnpike road company, and for altering the name and style of said company, passed March 28, 1817."

By the provisions of this act the said commissioners were directed to make a just, equitable and proportionate assessment on all such lands lying in the counties of Ulster, Sullivan and Broome, as should, in their judgment, be materially benefitted by the making and finishing of the turnpike road which said company was authorized to construct, and twenty-four miles of which they had already completed, under their original charter, granted in the year 1805. And to enable said commissioners to fix the boundaries of the lands assessed they had power to establish the route of the road. They were severally entitled to receive from the president, directors and company two dollars and fifty cents for each day's

attendance in performing the duties required of them by the said act.

They were directed, on the final completion of their assessment roll, to deposit one copy in the clerk's office of each county before named, and to deliver a like copy to the president and directors of the Neversink turnpike road company; whereupon the assessment became a lien on the respective lots, pieces or parcels of land assessed; and, on all payments made in discharge thereof, the owner of the land was entitled to receive from the said company a certificate acknowledging him to be a stockholder in said company to the amount of such payment.

One-fourth part of said assessment was made due and payable to the said president and directors on the first day of May, 1818; another fourth part on the first day of November, 1818; another fourth part on the first day of May, 1819; and the residue on the first day of November, 1819.

In default of payment the president and directors were authorized to cause a transcript to be made from the assessment roll, under their corporate seal, of all lots on which taxes remained unpaid, and to certify the same to the sheriff of the county in which the lands were situate, who was thereupon required to advertise and sell the same, as under an execution at law, and to pay over to the said company all moneys thus collected. The president and directors of the said company were bound by said act faithfully to apply all moneys received under this assessment towards the construction of said turnpike road; and, on the completion of sections of not less than ten miles in length, they had power to establish toll-gates, and receive tolls.

Before the first day of May, 1818, (the time when the first quarterly instalment became due to said company,) the commissioners had gone through with their duties under this act, and in their opinion completed the assessment roll, and, in compliance with the law, delivered the same to the president and directors of said company.

But it was provided, by said act, that before said commissioners delivered over their assessment roll they should cause notice to be published, for six weeks successively, in certain newspapers, to all persons interested in the lands assessed, that they had com-

pleted their assessment, and that the same would be reviewed and corrected at the instance of any person who considered himself aggrieved, and shewed, to the satisfaction of said commissioners, that said assessment contained any mistake or inequality.

The assessment, thus perfected, was thereafter to stand and remain unalterable.

The commissioners neglected to give the notice thus required, in the manner specified by the act; and, for this reason, on the first attempt of the president and directors of the company to enforce the assessment, it was removed, by legal process, into the supreme court, and adjudged *void*.

All operations of the company on their road were necessarily suspended for want of funds.

This decision was not made until the petitioner, in the execution of a contract he had entered into with the company to construct the whole of said road, had completed twenty-one miles of it, and had let out the remainder in short sections to subcontractors, who had also commenced work and finished about seven miles good road. The time for the payment of the first two quarterly instalments, as fixed by the act, having gone by, a new assessment could not be made, and thus the company were cut off from all pecuniary aid under the said law.

In addition to the money expended in the construction of the said twenty-eight miles of turnpike road, the petitioner claims compensation for his advances, on account the company, to the said commissioners of their per diem allowance; which advances he alleges exceeded the sum of five thousand dollars, and by the said act was reimbursable from the fund to be raised from the assessment.

The petitioner contends that the liability of the State is made clear and perfect, by the *irregularity* in the proceedings of the commissioners before mentioned.

The majority of your committee are of the opinion the State is not legally or equitably responsible for this irregularity.

The act under which these commissioners were appointed was passed by the Legislature, on the petition of the Neversink turnpike road company, in conjunction with land owners residing along

the route of the road; and they were desirous of becoming stockholders in the company. This appears by the preamble to the said act. The petitioner himself was one of the corporators, and sets forth in his petition that he was extensively interested in wild lands adjacent to the site of the proposed turnpike; and that by its completion he hoped to make these lands more valuable, and to bring them into market. It was, too, expected that the stock of the company would be profitable.

The State lent its aid to this corporation, so far as to appoint commissioners for their use. It did not thereby sign a warrantee, or incur any equitable obligation to compensate the said company, in money, for all losses it might sustain by the negligence, ignorance or misfeasance of those commissioners, in the execution of their duties under the act.

The publication of notice according to the act was a ministerial duty. In this the commissioners had no discretion. Therefore their neglect to comply with the statute, in this particular, rendered them personally responsible to the company.

This remedy is as broad as the law gives to a person injured by the irregular conduct of a sheriff, in the execution of civil process; or to a purchaser of real property at a sale founded on the decree of a surrogate; and where his omission, or the omission of administrators to publish the statutory notices, or to do some other thing required by law to preserve jurisdiction, may, and often does render the title void, to the great injury of the purchaser.

The president and directors of the Neversink turnpike road company should have examined into the proceedings of these commissioners as they progressed in their labors. Had they done this, a mere suggestion would probably have corrected the error; or, if the commissioners had been refractory and refused a compliance with their statutory duty, the company had ample means to enforce a compliance, by a resort to the supreme court.

Thus your committee are of the opinion that the law furnished every remedy to the petitioner in this case that it affords to citizens generally for the protection of their private rights; and in conclusion they beg leave to introduce the following resolution:

Resolved, That the prayer of the petitioner be denied.

L. STETSON,
THOS. A. TOMLINSON.

STATE OF NEW-YORK.

No. 358.

IN ASSEMBLY,

April 8, 1835.

REPORT

Of the minority of the select committee, on the petition of Lucas Elmendorf.

Mr. Davis, from the minority of the select committee, to whom was referred the petition of Lucas Elmendorf, praying to be remunerated for certain expenditures made by virtue of a law of this State, passed March 28, 1817,

REPORTED:

That from a full and careful examination of the said petition, and of the facts and matters therein referred to, he is of opinion that the claim is meritorious; that *justice* to the petitioner, that the *honor and dignity* of the State require that this matter, which has already been presented to the consideration of the Legislature for sixteen years successively, should be deliberately considered and definitely acted upon.

Under this view of the case, with due deference to the opinion of the majority of the committee, he begs leave to present briefly to the House, the facts and reasonings which have brought his mind to the conclusion that the prayer of the petitioner is reasonable and just.

That previous to the year 1805, that portion of the State lying between the town of Wawarsing, in the county of Ulster, and Chenango Point, consisting of parts of the counties of Ulster, Sul-

livan, Delaware and Broome, remained nearly in a state of nature; that from its secluded and isolated situation, and the want of convenient access, the tide of emigration which at that period was setting rapidly to the unsettled portions of this State, was diverted from this to other more favored portions of the State; that the proprietors of these lands, in the hope of opening them for settlement and improvement, in the year 1805, applied for, and obtained an act to incorporate "The Neversink turnpike road company;" that the said corporation organized themselves under the confident expectation that the said road could be constructed by means of the sale of portions of the unimproved lands, situated on the route of the contemplated road, to be appropriated by the respective owners for that purpose, and for the amount of which, stock in said company was to be issued to them respectively; that the said corporation, in order to accomplish their objects in a prompt, efficient, and energetic manner, resolved to appoint, and did appoint the petitioner, (who was one of their board,) *their agent, with full powers*, and with the fullest assurances that he should be sustained in all the measures which he should conceive would tend to the interest of the company; that inasmuch as about twenty-four miles of said road from its commencement at the village of Kingston, must necessarily be made through a settled and improved country, five of the directors then present for the purpose of partially indemnifying the petitioner in constructing the same, conveyed to him 5,500 acres of unimproved lands; that the petitioner, relying upon this partial appropriation, and the representations of the board, that he should be sustained in his operations, in the year 1807, contracted for, and made himself personally liable for the construction of the said 24 miles; that the said contracts were that season vigorously prosecuted, and in the year 1808 the said 24 miles of said road *finished, inspected, and gates put up thereon*; that in consequence of the embargo in 1808, the operations of said company became embarrassed; but in the expectation that the pressure would be only temporary, they concluded still to proceed with their undertaking. This expectation was, however, frustrated by the acts of non-intercourse and the war with Great Britain, owing to which causes the desire for emigration, and the settlement of wild lands, was in a great measure arrested, and thus the means by which the company calculated to carry out this project, so beneficial to themselves, and so conducive to the interests of the State, were lost.

The difficulties and embarrassments of the company fell with peculiar severity upon the petitioner, who thus far had borne the great burthen of the undertaking, without any remuneration, excepting the small grant of lands aforesaid; and which, for causes aforesaid, had become unproductive, unsaleable, and of little value, and so remain to this day.

That in the years 1813, 1814, and 1815, as appears from numerous acts of the Legislature, it became the *policy of the government* to encourage the settlement of wild lands, and the construction of roads through them; to pass laws assessing lands bordering on the route of said roads, to an amount sufficient to construct the same.

That to such an extent had the system been carried on, and the effects resulting therefrom found so beneficial to the best interests of the State, that the Legislature in 1816 passed a general act, applying as well to the assessments already authorized, as those which should thereafter be authorized; directing the Comptroller, upon such assessments being turned over to the State, to draw from the public treasury, and advance the amount of all such assessments.

This act further directed the Comptroller to charge fourteen per cent interest on such amounts, and allowed to the owners of the lands two years after the sale thereof to redeem the same, upon payment of the principal, interest, and costs: Thus, on the one hand, enabling the operations of opening and constructing such roads to proceed at once, and at the same time, by means of the interest charged, making it a source of revenue to the State.

The Neversink turnpike road company, having perceived the successful operation of *this, the then settled policy* of the government in relation to the opening of roads, in order to avail themselves of the benefit of the assessment law, made their application to the Legislature; who, on the 28th of March, 1817, passed an act changing the name and style of said company to that of the "First Great Southwestern Turnpike Road Company," *and granting to them the power of assessment.*" The objects of which application, and the policy and principles which influenced that enlightened Legislature, who at the same session passed the act for the construction of the Erie and Champlain canals, appears clearly from the preamble to the act, and which is as follows, viz:

“Whereas it has become highly expedient, that the road between Hudson river and the territory within this State lying north of the State of Pennsylvania, and heretofore intended to be opened by the Neversink turnpike road company, should be *speedily completed*: And whereas, the president and directors of the said company, in conjunction with most of the proprietors of the lands, as well improved as unimproved, contiguous to the said road, have petitioned the Legislature to cause a proportionate assessment to be laid on the lands materially to be benefitted by the making of the said road, as the *most equitable, certain, and practicable mode of creating a capital to effect the same object*,” &c.

That the Legislature in said act appointed commissioners, (and who were independent of the control of said company,) to explore and lay out the said route in such a manner as should best subserve the *interests of the public*; and make an assessment, not to exceed \$1,200 per mile, the one-fourth thereof to be payable on the first day of May, 1818; one-fourth on the first day of November, 1818; one-fourth on the first day of May, 1819; and the residue on the first day of November in the same year. Thus assuming to place in the hands of the said company an assessment sufficient in amount, (and which was to be a lien upon the lands so assessed,) fully to carry the intentions of the Legislature and of the company into effect.

That the petitioner having, as above mentioned, finished about twenty-four miles of the said road, and for which the company was largely indebted to him, over and above the grant of lands aforesaid, the said directors proposed to him a contract to construct the residue of their road; and held out to him the inducement, that by means of the assessment funds could be raised to compensate him, as well for the work already done as that to be performed under the contract. That the petitioner, considering that the faith of the State was pledged to the said company, that the said assessment should be carried into effect by the agents appointed by the Legislature, entered into the proposed contract. That he immediately proceeded to the fulfilment of his contract, and in accordance therewith constructed a large portion of the said road. That the commissioners appointed under the said act proceeded with all due diligence to perform the trusts reposed in them, in *exploring* the said route, *laying out* the said road, and *making the said assessment*. That during the progress of the la-

bors of the said commissioners, the petitioner (relying for his reimbursement upon the said assessment, and which by said law was expressly chargeable therewith,) advanced for their necessary expenses upwards of the sum of \$5,000. That after the said assessment was made out and delivered to the said company, some of the owners of the lands assessed applied to the supreme court for relief against the assessment, and it was thereupon decided, that some of the notices had not been properly given by the commissioners. But as one of the members of the court suggested that doubts existed in the minds of the court, it would therefore be advisable to make a reassessment giving the proper notices.

That the reassessment was again brought up for the supervision of the supreme court, who thereupon decided, that inasmuch as it had not been completed before the day that the first instalment was to have been paid, the whole law had become null and inoperative; that the commissioners, after the final decision of the court, presented their petition to the Legislature, setting forth the decision, and alleging that they had performed their duties with diligence; that the non-performance of their duties within the time specified, was not owing to their want of attention, but to the shortness of the time, and claiming that they were the officers and agents of the State, and not of the company; and upon which grounds an act was passed to pay them the balance due them for their services out of the treasury of the State.

That during the pendency of the last application to the supreme court, (whose decision was delayed for such purpose,) an application was made, on the suggestion of the late Judge Van Ness, to the Legislature to confirm the said assessment; that the committee of the Senate, and before whom the honorable judge appeared, reported a bill for that purpose, but which, on account of the late period of the session, was not acted upon; that although the petitioner has assiduously pressed this claim upon the attention of successive Legislatures, and although several committees have reported favorably thereon, no definite action has been had in regard thereto. Thus, the burthen of this great public work, which has added so much to the general wealth and prosperity of the State, and which at that period was considered second only in importance to the Erie and Champlain canals, (the authorizing of which work, as your committee are informed, had a strong influence on the passage of the

act to construct the State canals,) has been suffered to fall upon one individual.

The minority of your committee assume, that the faith of the State was pledged *either to revive and renew* the said assessment, or *to find other means* to satisfy and discharge the expenditures made by virtue of that law; but that from the great lapse of time, from the change of circumstances, and from the greater changes in the policy of the government, the day has gone by in which the Legislature would revive or renew the assessment law of the said company.

That the act of 1817 contemplated expenditures previous to the payment of the first instalment of the assessment, and that the company was not merely justified by that act, but was bound to make those advances; that the act contemplated the immediate prosecution of the work, without waiting for the delivery or collection of the assessment; that the assessment was to be performed by officers appointed by the State, and acting under its direction and authority, independent of the company; that the State, and not the company, were responsible that the duties of the commissioners should be properly performed; that the work was one of vast importance to the interests of the State, and that in its results, it has added much to the population and resources of the State, and that the public ought not, and will not appropriate the labor or property of individuals for the public benefit without remuneration; facts which the public documents and records prove, and principles which, in the opinion of the minority of your committee, no enlightened legislator can controvert.

The minority of the committee would therefore put it to the serious and candid consideration of the Legislature, *whether* the State is not *legally* bound to remunerate the petitioner for expenditures, made for the public benefit upon the faith and pledge of an act of the Legislature; whether the company were bound to anticipate, that the officers of the State should in any manner err in the performance of the duties assigned to them, or be unable to perform them by the day specified, or that the State would permit the evil effects thereof to fall upon individuals; whether the State has not given a legislative construction to its liability and responsibility by the passage of the act, to pay the commissioners their wages for making the assessment, and is not the State now precluded from denying that liability?

But admitting for the sake of the argument, that there is a doubt as to the *legal* responsibility of the State in this matter, the minority of your committee would most strenuously urge upon the justice or "generosity" of the State, that this doubt ought to be construed in favor of the petitioner; that it ill accords with the enlightened policy of this great State on the subject of public improvements, that an individual who has rendered to the public a great service, at the sacrifice of individual interest, although acting under a mistaken view of a public law, should be permitted again and again to sue for remuneration to that public, which, in the mean time, is reaping the rich harvest of his labors and expenses; that while daily appropriations are made from the *General Fund* for canals, and other improvements in various sections of the State, upon the principle of equal *justice to all*, and that all should receive a portion of the rich benefits resulting from the enlightened system of public improvements; that a section of the State, which according to its limited ability, has cheerfully borne its share of the public burthen, should be called upon in addition, to liquidate the amount of this partial and limited improvement, or what is still more illiberal and unjust, that an individual should be permitted to bear the whole, unaided and alone.

With the object of presenting this claim to the consideration of the House, the minority of the committee offer the following resolution:

Resolved, That the select committee, to whom was referred the petition of Lucas Elmendorf, be instructed to prepare a bill to authorize the Comptroller to investigate the claims of the petitioner upon equitable principles, and that the sum so found due, shall be paid to the petitioner, upon the warrant of the Comptroller, from the treasury of the State.

STATE OF NEW-YORK.

No. 359.

IN ASSEMBLY,

April 8, 1835.

REPORT

Of the select committee on the petition of Dix Hoar.

Mr. Pettit, from the select committee to which was referred the petition of Dix Hoar, for the passage of a law authorizing him to change his name,

REPORTED:

That the petitioner alleges that he has borne the name of Hoar for a period of sixty-two years: that he has a numerous circle of relations who also have borne the same name of Hoar, but within a few years past have gradually taken to themselves the name of Hobart, by authority of law, leaving the petitioner and his children without a *family* name: that his children are numerous, and dissatisfied with their present cognomen, and can not be made to believe that "a rose will smell as sweet by another name:" and for these reasons he prays for the passage of a law to enable him and his children to take the name of Hobart for their family name.

In view of these facts, and the precedents on the statute book of this State, a number of which have been passed in favor of the brothers of the petitioner, well known to some of your committee, and *one* during the present session of the Legislature, they believe his prayer is reasonable, and ought to be granted; and have, therefore directed their chairman to ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 362.

IN ASSEMBLY,

April 10, 1835.

REPORT

**Of the committee on grievances, on the petition of
Joseph Waggoner.**

Mr. Hough, from the committee on grievances, to which was referred the petition of Joseph Waggoner, praying for compensation for damages to his property at Fort-Plain, Montgomery county, by the construction and repairs of the Erie canal,

REPORTED:

That in order to a right understanding of the various allegations of the petitioner, the committee deemed it proper that the subject should be referred to the Canal Commissioners, which at their suggestion, was directed by the House, and on the 25th of March last, said Commissioners made a full, and in the opinion of your committee, conclusive report on the whole subject, by which it appears that the damages of the petitioner were appraised by the canal appraisers on the 27th day of August, 1829, at a considerable sum, and covering the whole injuries claimed to have been sustained by the petitioner, which damages were paid to, and accepted by the petitioner, in satisfaction of the same; which report will be found in Assembly Documents, No. 321 of the present session, to which your committee would refer for a more full understanding of the subject.

Your committee is therefore unanimous in the opinion that the prayer of the petitioner ought to be denied.

STATE OF NEW-YORK.

No. 366.

IN ASSEMBLY,

April 13, 1835.

REPORT

Of the Commissioners of the Land-Office, on a bill entitled, "An act to provide for the redemption of a part of the arsenal lot in the county of Franklin."

TO THE ASSEMBLY.

The Commissioners of the Land-Office, to whom was referred the bill entitled, "An act to provide for the redemption of a part of the arsenal lot, in the county of Franklin," have the honor to submit the following

REPORT:

On the 31st of July, 1812, Cone Andrews, and Anna his wife, of the town of Malone in the county of Franklin, conveyed to the people of the State, for the consideration of one shilling, two pieces of land in said town, adjacent to each other, the first containing three acres and thirty-five rods, and the latter containing eighty-six rods of ground.

The latter was, by an express declaration in the deed, conveyed "for the purpose of an arsenal, and other public buildings being erected thereon." It is now occupied as an arsenal lot, pursuant to the intention of the grant. The building is of stone, and is said to have cost about \$5,000. It is stated in the re-

port of the Commissary-General, for the year 1834, to be "a good building," but has no public property in it.

The first mentioned piece of land was conveyed on the following condition: "that it shall be appropriated as a public green and parade ground, and that no buildings hereafter are to be erected thereon." The grant was also made subject to a mortgage or mortgages on about one half of an acre on the southwesterly line of the lot. The Commissioners are informed that one of the mortgages referred to was subsequently satisfied; that the other has been foreclosed, and that the half acre, together with another lot covered by it, was hid in by the mortgagee, and has by him been conveyed to an individual owning and occupying an adjoining lot, who is willing to dispose of it at a fair price. The whole of this lot has, since the close of the late war, been used as a public green; and is now used for the purpose, with the exception of the half acre referred to, which has recently been enclosed, thus breaking its uniformity and rendering it less suited to a parade ground, one of the purposes to which it was appropriated by the grant.

Although the tenure of the two pieces of ground was, by the grant to the State, coupled with different conditions, the complete enjoyment of the one on which the arsenal stands depends on the possession of the other, as there is no mode of approaching the arsenal, excepting by passing over the green and parade ground or through lands which are the private property of individuals.

As the green and parade ground must be retained in order to render the use of the arsenal available to the State; and as its value for the purposes expressed in the grant to the State is necessarily impaired by the loss of any part of it, the Commissioners are of the opinion that it is desirable to preserve it with its original dimensions and form. They have come to this conclusion with the less difficulty, as they are assured that the piece of land in question may be obtained at a fair price; and as the fee will, by the purchase, become vested in the people of the State, it may at any time hereafter be sold if it should be deemed advisable to dispose of it, probably for as much as may be paid for it, if not at an enhanced price. The Commissioners are informed that its present value is from fifty to seventy-five dollars.

Under these circumstances the Commissioners are of the opinion that it is advisable to make the purchase agreeably to the provisions of the bill.

Albany, 13th April, 1835.

JOHN A. DIX, *Sec'y of State.*

GREENE C. BRONSON, *Att'y-Gen.*

A. C. FLAGG, *Compt.*

A. KEYSER, *Treasurer.*

STATE OF NEW-YORK.

No. 367.

IN ASSEMBLY,

April 13, 1835.

REPORT

**Of the committee on grievances, on the petition of
Samuel R. Mathews.**

Mr. Adams, from the committee on grievances, to which was referred the petition of Samuel R. Matthews, for relief,

REPORTED:

The petitioner represents, that in January, 1831, a pair of horses, sleigh and harness, of which he was the owner, were seized by Sumner Whitney, in the county of Madison, while in the possession of one Henry Philips, under a charge that Philips had taken with said team from the Salt spring reservation, in the county of Onondaga, five barrels of salt, before it had been inspected, and the duties thereon paid, with intent to evade the inspection thereof, and the payment of duties thereon, contrary to the provisions of the statute, imposing and protecting such salt duties.

He further represents, that Philips was and is a poor man, and that previous to said seizure, had been in his employ with said team, and had been occasionally permitted to use the team in his own business; that he was ignorant that Philips had conveyed away the salt, or that he had left the village of Salina, where they both resided.

He further represents, that he commenced an action of replevin in the supreme court, against Whitney, for the recovery of the

[Assem. No. 367.]

horses, sleigh and harness seized as aforesaid, in which the writ was returnable in May term, 1831; that the suit was defended and tried at the Madison circuit in 1831, when a verdict was rendered against him, and the value of the property assessed at \$201, upon which judgment was perfected in February, 1835, for the damages assessed, together with double costs, amounting to \$240, or thereabouts; that no execution has yet been issued to his knowledge; and the petitioner prays, that in view of the hardship of his case, the want of knowledge of the intention of Philips to commit the offence, and his inability to relieve him from the injury, that the Legislature may grant him relief.

This application is regarded as one of a very singular character; that the petitioner's hired man, residing (if not in his family.) in the village of Salina, where the petitioner resided, and being a man of poverty, in the language of the petition, could have possessed himself of a load of salt, and gone from Salina to the county of Madison with the petitioner's team, without his knowledge or aid, is not only strikingly singular, but quite doubtful.

And the course pursued by the petitioner is also singular, and shows him entitled to no special favor, he commencing his action in the most summary manner and form; and the manner it must have been litigated, though not disclosed in the petition, from 1831 to 1835, shows but little of the spirit of compromise on the part of the petitioner; that he wished to recover the value of the property in money, rather than effect an arrangement of the matter, is quite apparent from the extent to which he has seen fit to carry out his litigation. But were those signs of bad faith not in the way, it is not perceived wherein consists the propriety of this application. By the statute, regulations and penalties concerning the packing and removal of salt, and the payment of duties, (1st R. S. 275-6, § 141-2-3 and 4,) it is provided, that "if any person shall remove from the reservation, or any salt manufactory, any salt before it shall have been inspected, and the duties thereon paid, with intent to evade the inspection thereof, or the payment of the duties thereon, he shall forfeit such salt, and a penalty of five dollars for every bushel so removed; and the wagon or sleigh, harness and team, by which the same is removed, shall be taken to be the property of such person, and be liable to the payment of such penalty; and may be seized and detained for such purposes." It was under the provisions of this law, that the sleigh, horses and harness were

seized, for an attempted evasion of the inspection of, and duties upon a load of salt. The only proper course for the petitioner, was, to have seen that the penalty was paid, on the seizure of the property; and should not have hastily instituted litigation in a plain, palpable case of the violation of a law, which at least ought to have been understood by the citizens of Salina, without quietly submitting to the consequences.

The law was enacted for general and salutary purposes, affecting alike the interests of all, and prescribing alike duties to all; and should any of its provisions deserve amendment, such amendment should be general, extending its terms and provisions alike to all. To extend legislative relief, in any given case, to one individual, while others are held under penal restraints, would, in the opinion of your committee, not only be partial legislation, but work great injustice to some, while it would encourage others to transgression, would unsettle general and salutary principles, and greatly multiply applications of this character.

Your committee are therefore of the opinion, that for want of equity, as well as on the ground of sound policy, the prayer of the petitioner ought to be denied.

STATE OF NEW-YORK.

No. 370.

IN ASSEMBLY,

April 16, 1835.

REPORT

Of the select committee relative to changing the judiciary system.

Mr. Moore, from the select committee to which was referred, by a resolution of the 10th instant, the several propositions then before this House relative to changing the judiciary system of this State,

REPORTED:

That the committee, deeply sensible of the importance of the subject committed to their charge, have had the same under consideration, and after due deliberation and a careful examination of the several propositions confided to their care, have agreed to recommend to the favorable consideration of the House, the following amendment to the Constitution of this State; and have also unanimously agreed to recommend the passage of the bill entitled "An act to re-organize the chancery circuits, and to provide for the appointment of additional vice-chancellors," and directed their chairman to present the same to the House.

Proposed amendment to the Constitution of this State.

Resolved, That the following amendment be proposed to the Constitution of this State, and that the same be referred to the Legislature next to be chosen, and published in pursuance of the provisions of the first section of the eighth article of the said Constitution:

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“There shall hereafter be a supreme court and a superior court of common pleas in this State.

“The supreme court shall be denominated the supreme court of judicature of the State of New-York. It shall possess exclusive jurisdiction in cases of *quo warranto*, *mandamus*, *certiorari* and prohibition, and on writs of error in criminal cases.

“The superior court of common pleas shall be denominated ‘the superior court of common pleas of the State of New-York,’ and shall possess exclusive jurisdiction on writs of error from courts of common pleas.

“In all other cases the said two courts shall possess, concurrently, the present jurisdiction of the supreme court.

“The said two courts shall be co-ordinate, and writs of error shall lie from each directly to the court for the correction of errors.

“There shall be a chief justice and four other justices of the supreme court, and no greater number. There shall also be a chief justice and four other justices of the superior court of common pleas, and no greater number. The said justices, any or either of them, may preside at the courts of oyer and terminer, and may hold circuit courts for the trial of issues of fact joined in either court, in the several counties of this State, and it shall be their duty to hold such courts in each of the said counties at least twice in every year. They shall also be members of the court for the trial of impeachments and the correction of errors, but neither of the said justices shall vote on the final decision of any writ of error returned from his own court. The said justices shall be nominated by the Governor to the Senate, and shall be appointed by him with their consent, and shall hold their offices during good behavior, or until they shall attain the age of sixty years.

“The Legislature shall pass such laws as may be necessary to carry into effect the organization of the said courts pursuant to these provisions.

“The office of circuit judge shall be abolished on the first day of May, 1887. So much of the Constitution as is contrary to or inconsistent with these provisions, is hereby annulled.”

STATE OF NEW-YORK.

No. 371.

IN ASSEMBLY,

April 16, 1835,

REPORT

Of the committee on the judiciary, on the report of the Commissioners of the Land-Office, on the petition of Edward W. De Grove and others.

Mr. Livingston, from the committee on the judiciary, to which was referred the report of the Commissioners of the Land-Office, touching the application of Edward W. De Grove, in behalf of himself and others, for a release of such interest as the State may have acquired by escheat in a certain lot of ground in the city of New-York,

REPORTED:

By reason of the full and satisfactory manner in which the Commissioners of the Land-Office have stated the facts and circumstances upon which this application for legislative favor is founded, the committee have been saved the labor of an original examination of the evidence in the case. They have therefore occupied themselves only with the question, whether the applicants have any just claim to the boon they ask, assuming the facts to be substantially as represented in the Commissioners' report.

The applicants allege that the title to the land in question, was long since vested in the people of this State by escheat; and they insist, that in point of justice, it belongs to them, in preference both to the present occupants and to the people. Both of these propositions it is incumbent on them clearly to establish. Have they done so?

In 1746, the lot in question was purchased by John Anderson. Three years afterwards, he died, intestate, leaving a widow and a daughter, named Rachael, his only child. The daughter intermarried with captain Thomas White, and afterwards died without issue, seised of the premises, as sole heir at law of her father, and without making any testamentary disposition of her property.—The date of her death is fixed by the Commissioners of the Land-Office, at “about the commencement of the American revolution.” But from a report made in 1786, by the commissioners of forfeitures, it appears that she died under age; and as her father died in 1749, her death must have occurred as early at least, as 1770. Her husband, Thomas White, together with her mother, Rachael Anderson, continued in possession of until 1779, when her mother died. “White still continued in possession, and died previous to the year 1784, leaving a widow, Ann, (his second wife,) and several children by her. Ann White, the widow, with her children, continued in possession until her death, which happened about the year 1826.” Two years afterward, her executors, her children and grand-children conveyed the lot in question, with warranty, to the Fulton Fire Insurance company, in whose possession it has ever since been.

It appears pretty satisfactorily, that Thomas White never acquired any legal title to the premises in question. Nor is there any evidence, aside from the presumption arising from long continued possession, that either his widow, Ann, or any of his descendants have since acquired a title. The circumstances of the case, moreover, strongly repel any presumption of a conveyance to the White family. No one but an heir at law of the first wife of Thomas White was competent to convey. There is no trace of any conveyance from that source. Indeed, this application for legislative interposition, rests exclusively upon the alleged fact, that Rachael White left no heir at law, and that her property at her death therefore escheated to the State.

The allegation is, that she had no relatives on her father's side. If this fact is not established, the petition falls to the ground. But to support it, no other evidence is offered, except the naked presumption arising from the fact, that “no such relative has yet appeared, although half a century has elapsed.” This, the Commissioners of the Land-Office are of opinion, “furnishes very satisfactory evidence that there was no person capable of inheriting

the estate. In this opinion the committee cannot express their entire concurrence. It does not appear that any question concerning the true title to the premises in question, has been publicly agitated since 1786, until 1831, when a suit was commenced for the recovery of the premises in the superior court of the city and county of New-York, by one of the persons in whose behalf this application is made.

In 1786, an act was passed, containing a provision founded upon the representations contained in a petition presented by Ann White, the widow of Joseph White, "in behalf of the *absent heirs* of the late captain John Anderson." The report of the committee of the Assembly, to which this petition was referred, affirms the truth of the allegations contained in it. It is true, the most material point of inquiry was, whether Thomas White had any title to the property in 1779. But Mrs. White, as the widow of Thomas White, and from having lived for many years in the same house with the widow of John Anderson, was very likely to know whether Anderson left any relatives or not; and it is but reasonable to suppose that she believed he did. She speaks of them as being "absent." From that date, to a very recent period, she and her children appear to have quietly occupied the premises as the ostensible owners. There is, therefore, no very glaring inconsistency between the fact assumed in her petition, that there were heirs of Anderson in being, and the fact that no such persons have yet presented themselves in the character of claimants to the premises in question. It may be conceded to be more probable, that there were not, than it is that there were such persons; and that, in a judicial proceeding absolutely requiring a decision, one way or the other, upon this point, it ought to be decided in the negative rather than in the affirmative. But where a legislative body is called upon for special, spontaneous action in favor of one individual to the prejudice of another, the applicant ought to be required to place the facts on which he relies, beyond all reasonable doubt.

In such applications, the *public* has no interest, except what arises from the utility and duty of upholding the principles of justice; and the Legislature is under no obligation to act, and cannot with propriety act upon them at all, except with a view to the maintenance of those principles, and in clear and strong cases. Under a system of jurisprudence and judicature so perfect as ours, legis-

lative interference with private rights is rarely necessary, and in all other cases is highly inexpedient. But assuming that the lot in question has escheated, and waiving, for the present, other considerations to which the committee propose, in the sequel to advert, it is proper in the next place to inquire into the sufficiency of the grounds upon which these applicants rest their claim of superior right to the enjoyment of this property.

Rachael Anderson, the mother of Rachael White, was the daughter of Peter De Grove, and had a brother, Adolph, and a sister Rebecca, both of whom left lineal descendants. These lineal descendants are the applicants for a release; Edward W. De Grove, who petitions for himself and the others, being the great-grandson of Adolph De Grove. The applicants are therefore *the remote lineal descendants of the maternal grandfather of Rachael White*, by whose death without heirs, the premises are supposed to have been escheated. *Upon this ground, and upon this alone, this application is founded.* In support of it, the applicants invoke a provision contained in our present statute of descents, passed a few years since, according to which, had it existed at the death of Rachael White, the lot in question, purchased by her father, and derived to her by descent from him, would have descended to her maternal uncle and aunt above mentioned, the ancestors of these applicants.

If the committee rightly apprehend the remark of the Commissioners of the Land-Office, the opinion which they intimate in favor of the applicants, is founded in a considerable degree, if not exclusively, upon this new canon of descent; and the argument, so far as it rests upon this ground, impliedly concedes, that but for this alteration in the general law, the application ought not to be granted. But this is an application addressed to the justice of the Legislature; and the committee are unable to perceive that the abstract justice of the claim is in the least degree enhanced by this change in the law. If justice would not have demanded its allowance if this change had not been made, there certainly can be no injustice in its rejection now. But it seems to be supposed that the common law rule, which, until the recent change above referred to, was always the law of this State, and still is the law of England, that collateral relations cannot succeed to the inheritance, unless they are of the blood of the first purchasers, was founded in injustice, and that our late act only carries

into effect, in this respect, a principle of natural justice which ought always to have prevailed. To this view of the matter, it would be sufficient to reply, that no one but he who by his own exertions acquires property; can be truly said to have any natural right to its exclusive enjoyment, and that however useful, as incentives to industry and economy, may be our laws regulating the disposition of property by descent and devise, they are founded in considerations not of natural justice, but of policy.

The committee do not intend, however, to insist upon this answer; but conceding the reasonableness of that general opinion, which awards to the relations of a deceased, intestate, a preference over strangers, in the disposition of his property, from whatever source it may have come to him, the committee are nevertheless of opinion that the applicants in this case ought to derive no aid whatever from this principle.

This property has hitherto, until recently, been enjoyed by the widow and children of Thomas White. If the State abstains from all interference with it, its fruits will still continue to be so enjoyed; but otherwise it will be lost to them; since, not only have they warranted the title in their sale to the Fulton Fire Insurance Company, but by the terms of their contract they are entitled, it seems, only to the interest of the consideration, so long as it remains doubtful whether the State will attempt to exert, or rather, arm others with the power of exerting its supposed rights over the property. But Thomas White was the husband of Rachel White, the sole owner, at her death, of this property; or from whom, in virtue of their very remote collateral relationship to her, the applicants insist it ought to have come down to them. Now, according to what rule of justice are they better entitled to it than the children of Thomas White? If there is any such rule the committee have not been able to discover it. Why then disturb the present possessors? Let the case be submitted to another test. Our laws pay the utmost deference to the expressed will of deceased persons. But to which of these two classes of claimants is it most reasonable to suppose Rachel White would have preferred that her property should descend? It is true she left a mother, and it may be conceded that her first care would have been directed toward her, in preference even to her husband. But it so happens that the premises in question did furnish a home to

her mother during all the rest of her protracted life, for she lived and died upon them in the family of her son-in-law.

Rachel White, it seems, died in childbed soon after her union with captain White. Is it to be supposed that she could have felt any repugnance to the idea of her property being enjoyed after her death by the man whom she had so recently chosen as her companion for life, and by his descendants, if he should have any, in preference to her maternal uncle and aunt, and their descendants, provided only that her mother should be suitably maintained? Nay, is it not highly probable that if she had expressed her will, would have been in exact accordance with that disposition of her property which has thus far actually taken place? The committee believe it to be so, and they cannot but regard with disapprobation the attempt now making, forcibly to divert the property into a new channel.

The committee deem it of importance also to remark, that the act which the Legislature is now called upon to direct the commissioners of the Land-Office to perform, is one, in its nature, condemned by the policy of our laws. and which, if done by an individual standing in the same relation to the property in question that the people of the State stand, would not only be utterly void, but would subject such individual to punishment as a public offender. The State is not and never was in possession of this property.

The applicants however allege, that it nevertheless belongs to the State, in virtue of an escheat, now for the first time discovered, which occurred sixty-five years ago, while we were yet a colony of Great Britain; and this pretended title they ask us to sell to them, although the premises have been in the uninterrupted possession and enjoyment of their present occupants and those under whom they claim, from the date of the alleged escheat to the present moment. But if the law which forbids an individual to convey under such circumstances, is founded in justice and sound policy, as the committee believe it is, they are of opinion that the spirit of this law constitutes an objection of no inconsiderable force to this application.

The object of the applicants is to obtain from the State, not a permission to enter quietly into the enjoyment of unclaimed land,

left vacant by the death of the last previous occupant, there being no one entitled to succeed him, but the means of recovering the premises in question by force of law, from persons long in possession, claiming, and still insisting upon the right to hold them as their own.

Upon a careful examination of the act concerning escheats, under color of which this application is made, the committee entertain very strong doubts, too, whether this is a case falling within its spirit and intent. The committee, moreover, are far from being satisfied that a conveyance from the State to the applicants would be available to them, admitting the alleged escheat.

It seems to the committee, that there is great weight in the objection made by those who resist this application, that the right of the State is barred by lapse of time. The Commissioners of the Land-Office, in answer to this objection, refer to a note made by one of the judges of the superior court of the city and county of New-York, of a decision of that court in the suit already alluded to, by which it was held that the entry of the wife of John Anderson must be taken to be as dowress, and that her possession was not therefore hostile to that of the real owner. What evidence there may have been before the superior court, of any act on the part of Mrs. Anderson, which could be properly termed an *entry*, the committee cannot pretend to know. But the statement of facts furnished by the Commissioners of the Land-Office, seems pretty clearly to infer, merely, that Mrs. Anderson, upon the death of her husband, went to reside with her daughter, and son-in-law, Rachael and Thomas White, on the premises in question, and that after the death of her daughter, she still continued to reside with White until her decease, at an advanced age, in 1779. If so, the possession ought rather to be regarded as that of White, than as that of Mrs. Anderson. But it matters not, as it seems to the committee, in what light her occupancy is regarded, unless it can be shown that it communicated its character and complexion to the subsequent possession; which, as far as the committee are able to discern, there is no sufficient reason to conclude was the case.

The Commissioners of the Land-Office, in combatting the idea of an adverse possession, also advert to the fact, that Ann White, in her petition already mentioned, presented to the Legislature in 1784, spoke of the property as belonging to the heirs of captain

Anderson, and did not, herself, pretend to be the proprietor of it in her own right. But this is any thing but a recognition of the title of the State. It is to be remembered also, that this admission of title in others, was made fifty-one years ago. It is enough therefore, if the statute bar began to take effect at any time within thirty years thereafter. And the committee cannot admit that an uninterrupted exercise of unequivocal acts of dominion, throughout that long period, was insufficient to neutralize the effect of the admission.

It is true, as remarked by the Commissioners of the Land-Office, that "the release asked for, will not amount to a warranty, and the State can lose nothing if the title fails." The committee, however, cannot refrain from remarking, that the increased uncertainty which this long possession casts over the alleged title of the State, in their judgment, adds force to the objection founded in the spirit of the laws against champerty and maintenance. And so far from concurring with the Commissioners of the Land-Office, in the impression they seem to entertain, that the long enjoyment of this property by Ann White and her children, admitting it to have been without title, furnishes any reason for now aiding the applicants to seize and appropriate it to themselves; it seems to the committee to evoke the spirit of another act of peace, the statute of limitations, to frown upon their pretensions.

Since the title of the State to this lot accrued, if it ever did accrue, nearly treble the prescribed period of limitations has elapsed; and whether the possession of the premises during this period has been strictly adverse, according to all the technical niceties with which a long course of judicial interpretation has invested the doctrine of adverse possession, or not, the case seems to the committee to fall clearly within the conservative policy of the statute.

Upon the whole, therefore, the committee are decidedly of opinion that this application ought not to be granted, and they accordingly submit the following resolution:

Resolved, That the prayer of the petitioner ought not to be granted.

STATE OF NEW-YORK.

No. 372.

IN ASSEMBLY,

April 18, 1835.

REPORT

Of the select committee on the bill entitled, "An act relating to the State arsenal in the city of New-York."

Mr. Judd, from the select committee to which was referred the bill entitled, "An act relating to the State arsenal in the city of New-York."

REPORTED:

That in examining the subject committed to them, they have become fully satisfied that much important information is needed before any definite action upon the subject can, with reasonable propriety, be justified. The bill simply provides for the selection by the Governor, of a suitable location for an arsenal upon any lands belonging to the mayor, aldermen and commonalty of the city of New-York, situated in the 12th ward of that city, not *required* by the said mayor, &c., for any *other* purpose, without defining how much land, and without any regard to the *real* or *comparative* value thereof. It also provides for a sale of the buildings and materials upon the present lot occupied for an arsenal, to the corporation of the city of New-York, or to any other person or persons; and in case of a disagreement upon their value, it provides for the appointment of appraisers, one by the Governor and another by the corporation, and in case of their disagreement, for the choice of an umpire between them, who shall decide the case; and upon the payment by the mayor, aldermen and commonalty of said city, of the sum so agreed upon or appraised, to the Governor, and upon

their also making and delivering a deed or conveyance of the said land selected from the 12th ward, for a new arsenal lot; which said conveyance shall be full, clear and absolute, for so long a time as the State shall occupy the said premises for *military purposes, and no longer*; they, the said mayor, &c., are authorized to enter upon and take possession of the present arsenal lot situated in the 6th ward of said city, for the use and benefit of the said city.

The bill also provides for the erection of suitable buildings, fixtures, enclosures, &c., upon the new location for an arsenal, and authorizes the expenditure of the sum of \$15,000, in addition to the sum to be received from the sale of the present buildings, as above stated and actually appropriates that amount of the public treasure.

From the above statement, it will be seen that the first question presented, is, is there any necessity for the removal of the State arsenal from its present location? To this question the committee unanimously answer in the affirmative. The arsenal is now situated in the 6th ward, surrounded by a dense and compact population, and may be said to be in the heart of the city; it is therefore necessarily and greatly exposed, as a recent occurrence, fresh in the recollection of all men, and to which the committee allude with painful regret, but too clearly demonstrates. The committee have not deemed it necessary to discuss this proposition, but have contented themselves by merely stating the result of their reflections.

The next question which is presented in the case, is, are the terms proposed by the bill such as to justify the exchange, and are the conditions equitable as between the State and the corporation? To this proposition, the committee are not prepared to yield their assent; but on the contrary, they are decidedly of opinion that terms much more favorable to the State can and ought to be made by the said corporation: they will therefore detain the House for a few moments, while they state some of the reasons which have brought them to this conclusion.

Your committee, by way of arriving at the true value of the lot now occupied by the State as an arsenal lot, have regarded the title as equivalent to a fee, and have so regarded the title which is proposed to be given of the new lot to be received in exchange for it; for it is believed that a title conditioned to hold, *so long as the premises shall be used for military purposes, and no longer*, may be so used as to operate to the perpetual exclusion of the grantor or

grantors. For the purpose of coming to some reasonable conclusion upon this point, your committee have submitted the question of the value of the lot and ground now occupied by the arsenal, to several gentlemen of the city of New-York, and its vicinity, acquainted with the value of real estate in that city, and have received from them estimates varying in amount from sixty to one hundred thousand dollars. These estimates were predicated upon the naked value of the land, independent of the buildings or fixtures thereon.

With regard to the value of the land proposed to be given in exchange, your committee have not been able to come to any definite, or even probable result, owing to the total want of information upon this part of the subject, either as it regards the quantity, quality, or location of such land, except that it is proposed to be located somewhere in the 12th ward of the city, and as the committee have understood, at a distance of some five miles from the City-Hall. It will be conceded by all, it is apprehended, that any given quantity of land located in that part of the city, is of far less value than the same quantity located in the 6th ward, and where the present arsenal is situated. The amount of this difference in value the committee have had no means of ascertaining, owing to the reasons above stated; but they feel a confidence in hazarding the opinion that it will not be less than the cost of constructing a new arsenal and buildings, enclosures and fixtures, sufficiently commodious and convenient for all the purposes which the public interest requires; especially if there be added the value of the present buildings now standing upon the same, which originally cost in their construction and subsequent improvement, the sum of \$15,544.92; but as to what their present value is, your committee have no information upon which they can rely, and they do not therefore attempt an estimate.

The committee are aware that upon this subject they are not sufficiently informed to render their opinion of any very conclusive weight; but they are still constrained to submit their views, together with the facts upon which they are founded, as the best evidence of their intention to perform the duties assigned them, to the satisfaction of the House.

If the foregoing opinion be correct, or entitled to any reasonable confidence, it would seem that any appropriation of public money,

for the purpose of erecting and completing an arsenal upon the new site to be agreed upon, would not only be unnecessary, but altogether unjust and wrong.

The committee have therefore unanimously come to the conclusion, that the bill referred to them ought not to pass in its present form; while the first object intended by the bill, to wit, a change in the location of the State arsenal in the city of New-York ought to be effected; they have therefore prepared a bill as a substitute, which they recommend to the House, and have directed their chairman to ask leave to introduce the same.

All which is respectfully submitted.

STATE OF NEW-YORK.

No. 373.

IN ASSEMBLY,

April 18, 1835.

REPORT

**Of the select committee on the petition of inhabitants
of the town of Catskill.**

Mr. Van Bergen, from the select committee to which was referred the petition of inhabitants of the town of Catskill, in the county of Greene, praying for a law authorizing them to raise money by tax on said town, for the purpose of constructing two bridges over the Cadars Kill,

REPORTED:

The petition represents that two bridges over the Cadars in the town of Catskill were swept away by a rise of the water and ice in January last.

That the said bridges are of very great importance to the inhabitants of said town and the surrounding country, being on roads much travelled: that in consequence of the said bridges being carried off, the roads are frequently rendered impassible, on account of high water and there being no fording places.

The petitioners are among the most respectable citizens in Greene county. Your committee have no doubt of the facts stated in the petition to be true, and respectfully recommend the immediate passage of a law for that purpose: they have therefore requested their chairman to prepare a bill accordingly.

STATE OF NEW-YORK.

No. 374.

IN ASSEMBLY,

April 18, 1835.

REPORT

Of the select committee on the memorial of the American Institute.

Mr. Clinch, from the select committee to which was referred the memorial of the American Institute of the city of New-York, praying for a geological survey of the State,

REPORTED:

The memorialists do not enter upon any detailed examination of the subject which they have presented for our consideration, but allude in general terms to the acknowledged obligations of government to advance the cause of science and of learning; and strenuously urge that efficient measures ought to be taken to promote the progress of this important branch of knowledge, inseparably connected as it is with a thorough disclosure of the internal resources of the State, and with the industry and enterprise of its citizens.

They remark that New-York has yet taken no steps towards an examination of the geological features of its extensive territory; and they forcibly present to the attention of the Legislature the example of our sister States of Maryland, Tennessee, New-Jersey, Massachusetts and Virginia; in all of which scientific researches of this character have been instituted by law, and have

resulted beneficially to the various interests in which the population are engaged; and with signal advantage to the promotion of the cause of science, particularly as regards the latter service, in the course pursued by Massachusetts; an enlarged edition of the geological researches of which State has been published by legislative authority, and presents a noble evidence of the liberal and enlightened policy of the government of that Commonwealth.

The memorialists further urge that the geology and mineralogy of our extended territory are prominent objects of useful and interesting inquiry, both in an economical and scientific point of view; and that a knowledge of the localities and extent of the different formations of quarries and minerals can only be acquired by the scientific researches of competent persons, the labor of which is altogether too onerous to be undertaken by individual enterprise, and involves an expenditure of time and money in the public service which can not be reasonably expected from the scientific institutions of the State, which have been established by private exertions and with limited means.

The memorialists conclude with suggesting the propriety of employing a commission to be composed of three or four competent persons, under the public authority of the State, to make a complete geological and mineralogical survey of the whole of our territory; and to present the result of their labor and researches in a report to the Legislature, at as early a period as may be consistent with the full and just discharge of the task assigned to them.

In the last annual message of Governor Clinton, (and repeatedly in former messages,) legislative encouragement is earnestly recommended to be given to mineralogical researches throughout the State, with a view to the discovery of coal, which, from various geological indications, it is asserted must exist within our limits. The importance of these investigations is dwelt upon with apparently anxiety, and made manifest by all the cogency of argument and perspicuous array of facts which usually accompanied the recommendation of measures of public policy from the same enlightened source. A select committee to which this part of the message was referred, made an elaborate and learned report upon the subject, confirming by unerring evidences the fact of the ex-

istence of bituminous coal and other mines of mineral wealth in various sections of the State; and clearly demonstrating that there is a general uniformity and analogical connection prevailing in Europe and in this country with regard to the fossil and other geological formations, as yet known to both.

During the session of the Legislature of 1829, a memorial was presented from the Lyceum of Natural History in the city of New-York, praying for an inquiry into the expediency of instituting a search for bituminous coal within this State. This memorial was accompanied with a resolution commendatory from the common council of that city. The select committee to which the memorial and resolution were referred, reported favorably and at length upon the subject. That committee ardently endeavored to impress upon the Legislature their own conviction that this department of science peculiarly deserves the encouragement of the government, inasmuch as the beneficial results of its pursuits, whatever degree of success may attend them, cannot be otherwise than shared by the whole community—opening new sources of power and profit to the State, through the genius, and industry, and enterprize of the people. It is well remarked by that committee, in reference to the particular branch of one subject to which their attention was directed, that Legislative authority and munificence would be nobly employed in giving encouragement to discoveries in that department of science which would find their way to every man's *fire side*.

The reports of the committees above alluded to, dwell with great fluency upon the utility and necessity of instituting these examinations into the "bowels of the earth;" and eloquently appeal to the intelligence and patriotism of the Legislature for unprejudiced measures and liberal appropriations to accomplish such objects. (See Assembly Journal, 1828, 1829.)

Knowledge is power! If this be true in its general sense, how peculiarly forcible is its application to the scheme of political economy pursued by the government of every Commonwealth? The power to be derived from a thorough manifestation of the sources of industry within its own sphere of control, is a pre-requisite to the perfection of every system devised for the well being of the

governed. Tested by this sentiment, the power possessed by the State of New-York is yet in its infancy. The knowledge to be acquired from a complete geological survey of our territory, cannot fail to have the happiest influence upon our increasing prosperity; and as a director of the energies of our inventive and spirited people; as furnishing a varied choice of pursuits to the indolent and capricious; or, to the partially incapable portion of a population composed, and likely to be forever composed in some degree, of the adventurous and unfortunate of all nations. it will be an unceasing source of wealth to the State, and of grace to the condition of its dense and variously characterized community.

It would be as difficult as it is believed to be unnecessary, to enumerate all the benefits which would accrue from a faithful geological survey of the State of New-York. Your committee are satisfied that legislative patronage cannot be extended to any one department of science that will conduce more decidedly to the individual interests of every inhabitant within our borders. Every man who cultivates an acre of land amongst us, must find himself wiser and wealthier in the sequel of an investigation, which will teach him where to direct his search for useful and valuable, though secret products of his land, and prevent his continuing to throw away time and money in fruitless exertions, which a proper knowledge previously obtained would have taught him never to have commenced.

The States of North Carolina, South Carolina and Pennsylvania, in addition to those already enumerated, have made legislative provisions for geological surveys within their respective territories; the results of all of which, as far as is known to your committee, have invariably been of a useful and valuable character.

Unerring data acquired by the exertions of scientific men of both hemispheres, have satisfied them that the hidden riches of our own soil are as valuable and various as those already discovered in Europe.

We are as yet thoroughly acquainted with but a small portion of our salt district; and the bringing to light of vast beds of bi-

tuminous and anthracite coal which are reasonably conjectured to exist in the neighborhood of our navigable streams, would in itself be a popular source of pride and profit to the State.

The geological features of our soil present in many particulars a very extraordinary aspect. The incongruous mass of materials, and the multitudinous variety of forms and things, of which the hills and valleys of a portion of our State are composed, were most graphically exhibited to our view by an eloquent member of this House, in a recent debate on the subject of internal improvement. It was ably and admirably said on that occasion, that this section of the State suggested to the mind of the intelligent observer, the idea of a "DEPOSITORY OF MATERIALS OUT OF WHICH TO MAKE WORLDS!" What mines of wealth may not this combined compression of nature's works now nurture in its bosom? A speculative and inquiring spirit may pursue this thought to the most brilliant conclusion, and yet not overstep the modesty of reality; for, as far as they are known, the certainties of science and the images of the imagination, in the contemplation of this subject present the same picture to the mind,

It may not perhaps be available to inquire what influence an ample knowledge of the geological features of our whole State would have had upon the location of our great public works; but its important bearing upon the route of canals and rail-roads hereafter to be constructed, will be evident to all. The facility of excavating, the probable amount and materials of transportation, the economy and feasibility of the proposed works, and the proper character of them, are all subjects that will be most effectually illustrated by a general geological and minerological survey.

Another valuable consideration is, the beneficial effect which an intimate knowledge of our internal resources will exercise, in solving the doubts of those who experience difficulty in deciding upon the expediency of establishing the several prominent public improvements now under discussion.

But the most impressive view in which this subject presents itself to the minds of your committee is, that the principle of self protection, which justly receives so large a share of consideration in determining the public policy of the State, would be materially enlightened by the data derived from the proposed survey.

The question of defending ourselves against the internal improvements of our neighbors, by constructing works which will command the trade of adjacent territories, while it would lose none of its propriety, might cease to be a matter of paramount importance, in consequence of the disclosure of these fountains of industry and wealth now hid in darkness within our own soil.

Taking these general views of the subject, your committee are of opinion that the suggestions of the memorialists are in accordance with the soundest policy and best interests of the State; but your committee are not prepared to decide upon the best means of carrying these suggestions into effect.

Considering the late period of the session, they are willing to give the subject a progressive action during the recess of the Legislature, and have no objection to such disposition of it as will bring to its support the fostering care of an accomplished guardian; attract towards it that degree of general attention to which its importance is entitled, and give it the advantage of the volunteer aids of scientific men in all parts of the State.

Your committee have therefore unanimously agreed to propose the following resolution.

Resolved, That the Secretary of State be requested to report to the Legislature at its next session, the most expedient method of obtaining a complete geological survey of the State, which shall furnish a scientific and perfect account of its rocks, soils and minerals, and of their localities; a list of all its minerological,

botanical and zoological productions, and provide for procuring and preserving specimens of the same, together with an estimate of the expenses which may attend the prosecution of the design, and of the cost of publication of an edition of three thousand copies of the report, drawings and geological map of its results.

STATE OF NEW-YORK.

No. 375.

IN ASSEMBLY,

April 21, 1835.

REPORT

Of the select committee on the petition of Evan M. Johnson and others.

Mr. Wager, from the select committee to which was referred the petition of Evan M. Johnson, Henry Patchen and George M. Patchen, praying for the passage of a law authorizing the collection of the taxes due and unpaid, and which were assessed and levied in the eastern district of Brooklyn in the year 1833,

REPORTED:

That the committee have ascertained from the memorial of the petitioners and the representations of the member from Kings county, that the petitioners, at the request of Zacharias Cooper, late one of the collectors of the town of Brooklyn for the year 1833, became his sureties as such collector, for which purpose they executed the bond required by law: That said collector proceeded to collect the taxes levied for that year, under the warrant of the supervisors of Kings county, to him delivered: That he was not able to collect all the taxes within the time limited in said warrant for their collection; but there remained uncollected and unpaid at the expiration of said warrant, the sum of twelve hundred and thirteen dollars and seventy cents; which sum the treasurer of the county of Kings required the petitioners to pay as such sureties, which they have done.

The petitioners represent that a large proportion, if not the whole of the said sum so paid by them as such sureties, could
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have been collected by said collector if the time had not expired so soon: They also represent that the same can now be collected if they are authorized to collect the same from the persons from whom said taxes are due. Your committee consider the prayer of the petitioners reasonable, and ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 376.

IN ASSEMBLY,

April 22, 1835.

REPORT

Of the select committee on the memorial of the mayor, aldermen and commonalty of the city of New-York.

Mr. Clinch, from the select committee to which was referred the memorial of the mayor, aldermen and commonalty of the city of New-York, praying for authority to alter the map of said city,

REPORTED:

The memorialists represent, that by the present plan, the exterior line of an eastern section of the city requires the displacing of a great extent and depth of water, and immense quantities of earth would be necessary to fill up the space between the shore and a bulkhead corresponding with said line, the expense of which would be inexpedient, and the material required to effect it very difficult to obtain: they therefore pray that a law may be passed granting authority to the common council to arrange, regulate and alter, in such manner as they may hereafter decide upon, the map of the city of New-York between Thirteenth and Twenty-third-streets, the First Avenue and the East river.

Your committee are aware of no objection to granting the prayer of the petitioners, and accordingly ask leave to introduce a bill for that object.

STATE OF NEW-YORK.

No. 377.

IN ASSEMBLY,

April 22, 1835.

REPORT

Of the select committee on the petition of the trustees of the Masonic Hall Association in the city of New-York.

Mr. Wetmore, from the select committee to whom was referred the petition of the trustees of the Masonic Hall Association in the city of New-York,

REPORTED:

That the petitioners represent, that after nine years experience, they have found the investment of their property unprofitable, and are desirous of dividing the same among those legally entitled to receive it; and further, that they are desirous of having an act passed to authorize the dissolution of their Association.

The committee, after an examination of the subject referred to them, are of opinion that the objects of the petitioners are laudable, and recommend that their prayer be granted. The committee accordingly ask leave to introduce a bill.

STATE OF NEW-YORK.

No. 378.

IN ASSEMBLY,

April 22, 1835.

REPORT

Of the select committee to which was referred the petition of the common council of the city of Hudson.

Mr. Wilcoxson, from the select committee to which was referred the petition of the common council of the city of Hudson, praying for an act authorizing them to lay out a public square in said city,

REPORTED:

The petitioners represent, that in their opinion, the public interests of the city require that a public square should be laid out, embracing a certain lot belonging to Elisha Jenkins, on which is a barn.

That said square will be in front of the court-house now erecting in said city: that owing to the erection of the barn aforesaid on said lot, the petitioners have no authority to take and appropriate the lot for public use.

Your committee coincide in opinion with the petitioners, and believe that the interests of the city require the laying out of the square proposed; and also believe it necessary for the comfort and convenience of individuals attending court. The court-house stands on Partition-street, which is only forty feet wide, and fronts on Fourth-street, sixty feet wide. The court-house is to be about one hundred and twenty feet in front. The streets are altogether

too contracted for the accommodation of citizens attending court, and the public good therefore requires the laying out of the proposed public square.

Your committee are therefore of opinion that the prayer of the petitioners ought to be granted, and ask leave to introduce a bill.

